

Request for Proposals



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Advertised Date: August 4, 2005

RFP Title: King County Medical Benefits Program

RFP Number: 05-006OB

Due Date: September 13, 2005 - 2:00 P.M.

Buyer: Ovita Bonadie, ovita.bonadie@metrokc.gov, 206-684-1055

This Contract will be funded in part by the Federal Transit Administration (FTA). Neither FTA nor the Federal Government is party to any sub-agreement nor to any solicitation or requests for proposals.

Pre-proposal Conference:

A Pre-proposal Conference will be held at 9:30 a.m. (PST) on **August 16, 2005**, at the Exchange Building, 821 Second Avenue, 6th Floor, Room 6A, Seattle, Washington. All prospective Proposers are strongly encouraged to attend.

Proposals are hereby solicited and will **ONLY** be received by:

**King County Procurement Services Section
Exchange Building, 8th Floor
M/S EXE-ES-0871
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

Contract Number: _____

Federal Tax ID: _____

Amount: _____

Duration: _____

Services Provided: _____

Contractor: _____

Requesting Dept.: _____

Fund Source: _____

To: _____

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 20____, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

RFP No.: 05-006OB

Contract No.: _____

Contract Title: King County Medical Benefits Program

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Federal Transit Administration (FTA) Requirements, Specifications, Contract Administration, Introduction, Attachments **A)** Proposal Response Form, **B)** Price Proposal, **D)** Personnel Inventory Report, **E)** Affidavit and Certificate of Compliance, **F)** Equal Benefits Compliance Declaration, **G)** Current or Former King County Employee Disclosure Form, **I)** Certificate of Lobbying Activities, **J)** Disclosure Form to Report Lobbying and Instructions, **K)** Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions, **L)** Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions, **N)** 504/ADA Assurance of Compliance, RFP Addenda; Request for Proposals; Best and Final Offer; and the Proposal.

COMPANY NAME: _____

ACCEPTED BY: _____

KING COUNTY APPROVED BY: _____

Authorized signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

DATE ACCEPTED: _____

DATE APPROVED: _____



King County

**ATTACHMENT A
PROPOSAL RESPONSE FORM**

RFP NO: 05-006OB

Proposer's Declarations and Statement of Understanding

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that Addenda numbers _____ through _____ have been delivered and have been taken into account as part of this Proposal, and that all Addenda issued are hereby made part of our Proposal.

Proposer hereby designates _____, Telephone No: _____

as the Person to contact for additional information about our Proposal.

E-Mail Address: _____ Fax No: _____

DECLARATION

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned Person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a Person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Response Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: Corporation; Partnership; Sole Proprietor; Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____ Social Security Number _____

Identify: UBI Number _____ Business License Number _____

What is the official name registered with the IRS for this number:

Check one:

- ☐ Proposer accepts all Contractual terms and conditions.
- ☐ Proposer does not accept all contractual terms and conditions. Explanation must be included with proposal and may impact vendor selection.

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Authorized Signature: _____

Printed Name: _____

TABLE OF CONTENTS

SAMPLE CONTRACT	I
TABLE OF CONTENTS	III
DEFINITION OF WORDS AND TERMS	VII
1 SECTION - PROPOSAL PREPARATION	1
1.1 Introduction	1
1.2 Proposal Submission	1
1.3 Proposal Signature.....	1
1.4 Addenda.....	1
1.5 Schedule	1
1.6 Inquiries.....	2
1.7 Pre-proposal Conference	2
1.8 Letter of Intent	2
1.9 Interpretation of Proposal and Contract Documents	2
1.10 Examination of Proposal and Contract Documents	2
1.11 Cost of Proposals.....	2
1.12 Modification or Withdrawal of Proposals Prior to Submittal Date	3
1.13 Errors and Administrative Corrections	3
1.14 Prompt Payment Discount	3
1.15 Postponement or Cancellation of Request for Proposal	3
1.16 Compliance with RFP Terms and Attachments.....	3
1.17 Proposal Requirements.....	3
1.18 Collusion	4
1.19 Rejection of Proposals	5
1.20 Proposal Price and Effective Date	5
1.21 Procedure When Only One Proposal Is Received	5
1.22 Protest Procedures	5
A. Form of Protest.....	5
B. Who May Protest	6
C. Time to Protest	6
D. Determination of Protest.....	6
E. Reconsideration of Manager's Decision	6
F. Failure to Comply.....	6
1.23 Proposal Alternatives	7
1.24 Supported Employment Program	7
2 SECTION - PROPOSAL EVALUATION AND CONTRACT AWARD	8
2.1 General	8
2.2 Changes in Requirements.....	8
2.3 Proposal Evaluation	8
2.4 Evaluation of Responsiveness and Responsibility	8
A. Responsiveness	9
B. Responsibility.....	9
2.5 Scoring and Evaluation Criteria.....	10
2.6 Competitive Range.....	10
2.7 Negotiations	10

2.8	Contract Award	11
2.9	Insurance Requirements	11
2.10	Execution of Contract and Notice to Proceed	11
2.11	Public Disclosure of Proposals.....	11
3	SECTION - STANDARD CONTRACTUAL TERMS AND CONDITIONS	12
3.1	Administration	12
3.2	Change Orders.....	12
3.3	Cost/Price Analysis	12
3.4	Termination for Convenience/Default/Non-Appropriation.....	12
	<i>A. Termination for Convenience.....</i>	<i>12</i>
	<i>B. Termination for Default</i>	<i>13</i>
	<i>C. Termination for Non-Appropriation</i>	<i>13</i>
3.5	Force Majeure	13
3.6	Payment Procedures.....	14
	<i>A. Invoices.....</i>	<i>14</i>
	<i>B. Payments.....</i>	<i>14</i>
3.7	Washington State Sales Tax.....	14
3.8	Taxes, Licenses, and Certificate Requirements.....	14
3.9	Price Warranty	14
3.10	Defective Work, Materials or Services	15
3.11	No Waiver of Warranties and Contract Rights	15
3.12	Assignment	15
3.13	Indemnification and Hold Harmless	15
3.14	Applicable Law and Forum.....	15
3.15	Conflicts of Interest and Non-Competitive Practices.....	16
	<i>A. Conflict of Interest.....</i>	<i>16</i>
	<i>B. Contingent Fees and Gratuities</i>	<i>16</i>
3.16	Disputes, Claims and Appeals	16
3.17	Mediation and Arbitration	17
3.18	Retention of Records, Audit Access and Proof of Compliance with Contract	17
	<i>A. Retention of Records</i>	<i>17</i>
	<i>B. Audit Access.....</i>	<i>17</i>
	<i>C. Proof of Compliance with Contract.....</i>	<i>18</i>
3.19	Other Public Agency Orders	18
3.20	Recycled Products Policy.....	18
3.21	Conflicts of Interest - Current and Former Employees.....	18
3.22	Non-Discrimination and Equal Employment Opportunity	19
	<i>A. Nondiscrimination in Employment and Provision Services.....</i>	<i>19</i>
	<i>B. Nondiscrimination in Subcontracting Practices.....</i>	<i>19</i>
	<i>C. Compliance with Laws and Regulations.....</i>	<i>19</i>
	<i>D. Small Business and Minority and Women Business Enterprises Opportunities.....</i>	<i>19</i>
	<i>E. Equal Employment Opportunity</i>	<i>20</i>
	<i>F. Unfair Employment Practices.....</i>	<i>20</i>
	<i>G. Record-Keeping Requirements and Site Visits</i>	<i>21</i>
	<i>H. Sanctions for Violations</i>	<i>21</i>
	<i>A. Required Submittals Prior to Contract Execution</i>	<i>21</i>
	<i>B. Required Submittals During Work when the Contract is for Public Works.....</i>	<i>22</i>
3.23	Non-Discrimination in Benefits to Employees with Domestic Partners	22

3.24	Health Insurance Portability and Accountability Act (HIPAA).....	22
4	SECTION - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS.....	23
4.1	Contract Documents and Precedence	23
4.2	Contract Term	23
4.3	Notices	23
4.4	Contract Agreement	23
4.5	Purchase Orders	24
4.6	Shipping Charges.....	24
4.7	Cost Mark-Up	24
4.8	Direct Costs Related to Additional Work	24
4.9	Guarantee/Warranty.....	25
4.10	Hazardous Chemical Communication	26
4.11	Industrial and Hazardous Waste	26
4.12	Prohibition on Asbestos-Containing Products	26
4.13	Patents and Royalties	26
4.14	Non-Disclosure Obligation	27
4.15	Public Disclosure Requests	27
4.16	Changed Requirements	27
4.17	Severability.....	27
5	SECTION - INSURANCE REQUIREMENTS	29
5.1	Evidence and Cancellation of Insurance.....	29
5.2	Insurance Requirements	29
	<i>A. Contractor Shall obtain and maintain the minimum insurance set forth.....</i>	<i>29</i>
	<i>B. Minimum Scope of Insurance</i>	<i>29</i>
	<i>C. Minimum Limits of Insurance.....</i>	<i>30</i>
	<i>D. Deductibles and Self-Insured Retentions</i>	<i>30</i>
	<i>E. Other Insurance Provisions</i>	<i>30</i>
	<i>F. Acceptability of Insurers.....</i>	<i>31</i>
	<i>G. Subcontractors</i>	<i>31</i>
	<i>H. Work Site Safety.....</i>	<i>31</i>
6	SECTION - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS.....	32
6.1	Applicability and Federal Grant Contract	32
6.2	No Federal Government Obligations to Third Parties	32
6.3	Disadvantaged Business Enterprise (DBE) Participation.....	32
6.4	Equal Employment Opportunity	32
6.5	Title VI Compliance	33
	<i>A. Nondiscrimination</i>	<i>33</i>
	<i>B. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.....</i>	<i>33</i>
	<i>C. Information and Reports</i>	<i>33</i>
	<i>D. Sanctions for Noncompliance.....</i>	<i>33</i>
	<i>E. Incorporation of Provisions</i>	<i>33</i>
6.6	Labor Provisions - Non-Construction Contracts.....	34
	<i>A. Overtime Requirements.....</i>	<i>34</i>
	<i>B. Violation: Liability for Unpaid Wages: Liquidated Damages</i>	<i>34</i>
	<i>C. Withholding for Unpaid Wages and Liquidated Damages</i>	<i>34</i>
	<i>D. Payrolls and Basic Records.....</i>	<i>34</i>
	<i>E. Subcontracts.....</i>	<i>34</i>

6.7	Cargo Preference - Use of U.S. Flag Vessels or Air Carriers	35
6.8	Audit and Inspection of Records	35
6.9	FTA Protest Procedures.....	35
6.10	Privacy	36
6.11	Access Requirements for Individuals with Disabilities.....	36
6.12	Interest of Members of or Delegates of Congress.....	37
6.13	Certification Regarding Debarment, Suspension and Other Responsibility Matters	37
6.14	Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility	37
6.15	Disclosure of Lobbying Activities.....	38
6.16	Anti-Kickback	38
6.17	False or Fraudulent Statements or Claims.....	38
6.18	Conservation	38
6.19	Air Pollution	39
6.20	Environmental Requirements	39
	<i>A. Environmental Protection.....</i>	39
	<i>B. Air Quality</i>	39
	<i>C. Clean Water.....</i>	39
	<i>D. Use of Public Lands.....</i>	39
	<i>E. Historic Preservation.....</i>	39
	<i>F. Mitigation of Adverse Environmental Effects.....</i>	40
	<i>G. Energy Conservation.....</i>	40
6.21	Preference for Recycled Products	40
6.22	Termination Provisions Required	40
6.23	Breach Provisions Required.....	40
6.24	Incorporation of FTA Terms	40
7	SECTION - TECHNICAL SPECIFICATIONS.....	42
7.1	Request For Proposal (RFP) Purpose	42
7.2	Background and Introduction	42
7.3	Proposal Objectives and Specifications	42
8	SECTION - PROPOSAL QUESTIONS	47
8.1	General	47
8.2	Questionnaire.....	48
8.3	Appendix A - King County Health Reform Initiative.....	128
8.4	Appendix C - King County Business Associate Agreement	132
8.5	Appendix D - 2004 Cost and Utilization Summary	133
8.6	Appendix E – Census Data	135
8.7	Appendix F – Acronym List	136
8.8	Exhibit A	137
8.9	Exhibit B	137
	BID OPENING LABEL	138

DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last Will govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth on Page i of this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint venturers, Contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Services to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to King County.

Executive: King County Executive

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the Project Manager, or his/her designee, to the Proposer identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document Shall not be interpreted or construed to constitute a Change Order.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Contract.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

Work: Everything to be done and Provided for the fulfillment of the Contract.

KING COUNTY MEDICAL BENEFITS PROGRAM
RFP # 05-006OB

1 SECTION - PROPOSAL PREPARATION

1.1 Introduction

This Request for Proposal (RFP) is issued by King County for purposes of requesting proposals to provide services as described in Section 7, which will provide Medical Benefits for the King County/Metro consolidated employee benefit program.

1.2 Proposal Submission

Proposals Shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-FI-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on September 13, 2005.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

1.3 Proposal Signature

Each Proposal Shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation must be shown.

1.4 Addenda

Each Proposal Response Form, Attachment A, Shall include acknowledgment of receipt and review of all Addenda issued during the Proposal period.

1.5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
August 4, 2005	Public announcement of Request for Proposals
August 11, 2005	Pre-proposal questions due, in writing
August 16, 2005	Pre-proposal conference per Subsection 1.7
August 25, 2005	Letter of Intent and last questions due in writing, per Subsection 1-8 and Subsection 1-9
September 13, 2005	Proposals due
September 14, 2005	Evaluation/Negotiation of Proposals begins.
*January 3, 2006	Begin finalist Interviews and Onsite Meetings
*January 27, 2006	Evaluation/Negotiation complete
*February 1, 2006	Execute Contract and issue Notice to Proceed

During evaluations/negotiations, firms with Proposals judged unacceptable Will be notified that they Will not be considered further.

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.6 Inquiries

Inquiries concerning the procurement process Shall be directed to Ovita Bonadie at e-mail address: ovita.bonadie@metrokc.gov or at phone number (206) 684-1055 or FAX number (206) 684-1470 or in writing to the County's Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-ES-0871, 821 Second Avenue, Seattle, Washington 98104-1598.

Communications concerning this procurement, with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1.7 Pre-proposal Conference

A Pre-proposal Conference will be held at 9:30 a.m. (PST) on August 16, 2005, at the Exchange Building, 821 Second Avenue, on the 6th floor in Room 6A, Seattle, Washington. All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions concerning this RFP to Ovita Bonadie no later than August 11, 2005. Questions can be submitted by mail or e-mail. Copies of questions and answers Will be sent to all prospective Proposers who received an RFP.

1.8 Letter of Intent

A Letter of Intent is due by August 25, 2005 at Procurement and Contract Services, Exchange Building, 8th Floor M.S. EXC-ES-0871, 821 Second Avenue, Seattle, WA 98104-1598. Prospective Proposers are requested to submit a Letter of Intent. The letter can be e-mailed to ovita.bonadie@metrokc.gov.

1.9 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 by Thursday, August 25, 2005. Any interpretation deemed necessary by the County Will be in the form of an addendum to the RFP and when issued Will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All Addenda Shall become part of the RFP and any subsequently awarded Contract. Proposers Shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1.10 Examination of Proposal and Contract Documents

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1.11 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1.12 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1.13 Errors and Administrative Corrections

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

1.14 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar Days Will be evaluated at the discounted price.

1.15 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

1.16 Compliance with RFP Terms and Attachments

King County intends to award a Contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers Shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and Provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions and attachments may result in rejection of the Proposal.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring Will be reduced to reflect the importance of the exception. Evaluation and negotiation Will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

1.17 Proposal Requirements

- A. The Proposal Shall contain the following items and follow the exact sequence outlined below:
 - 1. Executive Summary or Overview of Proposal (Tab 1).
 - 2. RFP questions and responses as listed in Section 8 (Tab 2).
 - 3. Financial Resource Information described in Section 2-4 B. #3 Financial Resources (Tab 3).
 - 4. Attachment A – Proposal Response Form (Tab 4).
 - 5. Exhibits and other materials specifically requested in the Questionnaire (Tab 5).

6. Do not include brochures, booklets or other sales material not specifically requested with the proposal.
- B. Submit twelve (12) copies of the Proposal, each in a 3-ring binder. Each binder should also include a CD of Proposal contents, per instructions in Section 8.
- C. The following attachments will be required if selected:
- Attachment C - Equal Benefits Worksheet and Declaration Form.
http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheets_Declaration.doc
 - Attachment D - Personnel Inventory Report.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTD_Personnel_Inventory.doc
 - Attachment E - Affidavit and Certificate of Compliance.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTE_CertificateOfCompliance.doc
 - Attachment I - Certificate of Lobbying Activities - Sign and submit with Proposal.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTI_CertificateLobbyingActivities.doc
 - Attachment J - Disclosure Form to Report Lobbying and Instructions - Complete as appropriate, sign and submit with Proposal.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTJ_DisclosureForm_ReportLobbying.doc
 - Attachment K - Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions. Signed by Contractor after award.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTK_Certification_Debarment.doc
 - Attachment L - Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions. Signed by Subcontractors after award to the Primary Contractor.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTL_Certification_Debarment.doc
 - Attachment N - ADA/504 Assurance of Compliance. Complete and retain the questionnaire when notified by the Buyer. Complete the Corrective Action Plan and give to Buyer before Contract award.
http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc
- Certificate of Insurance and Endorsements – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the County certifying to the coverage of insurance set forth in this RFP in Section 5.

1.18 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

1.19 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1.20 Proposal Price and Effective Date

The Proposal price Shall include everything necessary for the prosecution and completion of the Contract including, but not limited to, furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form Shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes Shall not be included in the Proposal price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Proposal price. The Proposal Shall remain in effect for 120 calendar Days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1.21 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous Proposal, the County Shall have the right, in its sole discretion, to extend the Proposal Acceptance period for an additional sixty (60) Days and to conduct a price or cost analysis on such Proposal. The Proposer Shall promptly Provide all cost or pricing data, Documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1.22 Protest Procedures

- A. Form of Protest. In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:
 - 1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
 - 2. The Invitation For Bid or Invitation To Bid ("IFB" or "ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;

3. A detailed description of the specific grounds for protest and any supporting Documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
 4. The specific ruling or relief requested; and
 5. Evidence that all Persons with a financial interest in the procurement have been given notice of the Protest or if such Persons are unknown, a statement to that effect.
- B. Who May Protest.
1. Protests based on Specifications. Any prospective Bidder/Proposer.
 2. Protests following Bid submittal. Any Bidder or Proposer submitting a response to an ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.
- C. Time to Protest. Protests based on Specifications or other terms in the RFP or ITB document which are apparent on the face of said document must be received by the County no later than ten calendar Days prior to the date established for submittal of Bids/Proposals. The County must receive protests based on other circumstances within five calendar Days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.
- D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager Shall be final.
- E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.
 2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than within five calendar Days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1.23 Proposal Alternatives

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

1.24 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, (206) 296-7706 or the Business Development and Contract Compliance Section Supervisor, (206) 205-0700.

2 SECTION - PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 General

Proposals Will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The PET's recommendation is subject to review and approval.

2.2 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County Shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum Will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum Will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, the addendum Will be sent only to those Proposers classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation Will be issued to all firms originally solicited and to any firms added to the original list.

2.3 Proposal Evaluation

The PET Will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request Will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2.4 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent goods or Services. References Shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
 - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
 - g. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary Personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Proposal to be rejected.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. When requested, the required financial information Shall include:

- a. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;

- c. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

4. Financial Reporting

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2.5 **Scoring and Evaluation Criteria**

Each Proposal has a total possible score of 100% with the percentages assigned as follows:

Account and Member services – experience and capabilities	20.00%
Network	15.00%
Care Management	15.00%
Reporting and Metrics	8.00%
Plan Design and claims administration	7.00%
Financial Total	35.00%
TOTAL	100.00%

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information.

2.6 **Competitive Range**

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

2.7 **Negotiations**

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a Contract Will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations Will be to reach agreement on all provisions of the proposed Contract.

2.8 Contract Award

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and Will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.9 Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this RFP Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance Shall be submitted within ten (10) calendar Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance Shall result in rejection of the Proposal.

2.10 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the Contract Shall sign the Agreement and return it to the County. Upon authorization by the County Executive, or designee, a Contract Will be issued. Upon receipt by King County of any required Documentation and Submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2.11 Public Disclosure of Proposals

Proposals submitted under this RFP Shall be considered public documents and with exceptions Provided under public disclosure laws. Proposals which are recommended for Contract award Will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

3 SECTION - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3.1 Administration

This Contract is between the County and the Contractor who Will be responsible for providing the goods and/or performing the Services described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or Will obtain all Personnel and equipment required to perform hereunder. The Contractor's performance under this Contract may be monitored and reviewed by a Contract administrator appointed by the County. Reports and data required to be Provided by the Contractor Shall be delivered to the Contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Contract administrator for response.

3.2 Change Orders

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a Cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar Days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) Day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

3.3 Cost/Price Analysis

Cost/Price Analysis Will be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, terminations, revisions to Contract requirements or other circumstances as determined by the Buyer.

3.4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail (return receipt requested) to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the

termination payment, together with detailed supporting Documentation. If the Contractor has any property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to Cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for Services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; Provided that the Contractor Shall have ten (10) calendar Days to cure the default. The Contractor Will only be paid for goods delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost/Price Analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, applicable laws and regulations.

The termination of this Contract Shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination Shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor Shall be released from any obligation to Provide further Services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.5 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default.

3.6 Payment Procedures

A. Invoices

Invoices Shall be furnished by the Contractor for goods and/or Services, which have been delivered or Provided to the County, to:

Ruth Hultengren
King County
Yesler Building, YES-HR-500
400 Yesler Way
Seattle, Washington 98104-2683

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: Contract number, requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for Services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

B. Payments

Within thirty (30) calendar Days after receipt of an invoice, the County Will pay the Contractor for authorized goods and/or Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

3.7 Washington State Sales Tax

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any sub-contractors and Shall secure and maintain such licenses and permits as may be required to Provide the Services or supplies under this Contract.

3.9 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3.10 Defective Work, Materials or Services

Prior to Final Acceptance hereunder, when and as often as the County determines that the Work, materials or Services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar Days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or Services within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or Services Will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3.11 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

3.12 Assignment

No party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment Shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

3.13 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor Shall indemnify and hold harmless King County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor Shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services: Shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by King County on account of such litigation or claims. This indemnification obligation Shall include, but is not limited to, all claims against King County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees Shall be allowed to the prevailing party.

3.14 Applicable Law and Forum

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising herefrom Shall be brought in the King County Superior Court or

U.S. District for the Western District of Washington, in Seattle, either forum Shall have sole and exclusive jurisdiction and venue.

3.15 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, Services or materials required to be performed and/or Provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.16 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal Shall include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Services Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3.17 Mediation and Arbitration

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

3.18 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor Shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the date of Final Acceptance of Contract Work and all other pending matters are closed: all financial information, data and records used to prepare and support the Contractor's final proposal for this Contract and invoicing for supplies or Services and any payments resulting from Change Orders or claims. In addition, the Contractor Shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor Shall ensure that its Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the Subcontractors and suppliers of their portions of the Work under this Contract.

B. Audit Access

1. The County and its authorized representatives and designees Shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, Cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees Shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor Shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits Shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and Provide all requested Documentation.
3. If an audit is commenced more than sixty (60) Days after the date of Final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit Will begin.
4. The Contractor Shall maintain records relating to the pricing of spare parts. The County Will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. **Proof of Compliance with Contract**

The Contractor Shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor Will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3.19 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if formally requested and approved by the Buyer. A formal cooperative purchasing agreement Will be executed in such cases. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies

3.20 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor Shall, when requested by the Contract administrator, Provide Documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

3.21 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the Work or Services if awarded the Contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

3.22 Non-Discrimination and Equal Employment Opportunity

Part 1. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract Shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements Shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor Shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor Shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor Shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor Shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
 - 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 - 4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by small businesses, including M/WBEs.
 - 5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - 6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 - 7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

8. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 9. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 10. Utilizing the services of available community organizations, contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract Shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

- G. Record-Keeping Requirements and Site Visits. The Contractor Shall maintain, for at least 12 months after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
- The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor Shall provide every assistance requested by the County during such visits. In all other respects, the Contractor Shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor Shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- H. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section Shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

Part 2. REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. For public works contracts valued at \$10,000 or more, and for all other contracts valued at \$25,000 or more, contractors entering into a contract or agreement with King County Shall, within ten days after the bidder receives the written notice of selection, submit the following:
1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
 3. When this Contract is for Public Works provide, if applicable, a Statement of Compliance with KCC Chapter 12.16 from any labor unions or employee referral agencies which refers workers or employees or provides or supervises apprenticeship or other training programs from whom Contractor obtains employees.
 4. Except for Contractors only supplying goods, a 504/ADA Disability Assurance of Compliance on the form provided by the County.
 5. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance Section at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
Mail Stop: KCC-EX-0402
516 3rd Avenue, Rm. 550
Seattle, WA. 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

B. Required Submittals During Work when the Contract is for Public Works.

The Contractor Shall collect, submit and update the submittals listed below for itself, its subcontractors and any sub tier subcontractors and suppliers, to the King County's Business Development and Contract Compliance Division. Such subcontractor information Shall be submitted prior to the County processing and paying any progress payment that includes such subcontractor work.

1. An Affidavit and Certificate of Compliance demonstrating subcontractors' commitment to comply with the provisions of KCC Chapter 12.16; a Personnel Inventory Report; and Statement of Compliance.
2. Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the Contractor Shall submit a final Affidavit of Amounts Paid, to the Business Development and Contract Compliance Division. Identify amounts actually paid, and any amounts owed, to each subcontracting firm and/or supplier for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

Part 3. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

Except for Contractors only supplying goods, the Contractor Shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and Shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor Shall complete a 504/ADA Disability Assurance of Compliance and Shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

3.23 Non-Discrimination in Benefits to Employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer Shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms and Ordinance 14823 are available online at: www.metrokc.gov/finance/procurement/forms.asp.

3.24 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor Shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

4 SECTION - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Documents and Precedence

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page i.

4.2 Contract Term

The term of this Contract Shall be three (3) years, depending upon funds appropriation, see 3-4 C. *Termination for Non-Appropriation*, and commencing on the date of execution of the Contract Agreement. Upon written notice by King County, this Contract may be extended for two (2) additional one year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

4.3 Notices

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County

Kerry Schaefer
King County
Yesler Building, YES-HR-500
400 Yesler Way
Seattle, WA 98104-268

Contractor

(To be determined)

For contractual questions contact:
King County Procurement and Contract Services Section
M.S. EXC-FI-0871
Exchange Building, 8th Floor
821 Second Ave.
Seattle, WA. 98104-1598
Attn: Ovita Bonadie
(206) 684-1055
ovita.bonadie@metrokc.gov

4.4 Contract Agreement

Contract award Will occur when King County signs the Contract and issues the Contract Agreement. No other act of the County Shall constitute Contract award. The Contract Agreement is a computer-generated document with the awarded Contract number referencing the Contract and describing the awarded goods and/or Services. The Contract Agreement Will establish the Contract value and incorporate the terms of this document, but Will not be the authorization for the Contractor to proceed. After Contract award, the Project Manager Will issue Purchase Orders detailing the goods and/or Services to be delivered.

4.5 Purchase Orders

Purchase Orders Will be issued referencing this Contract Agreement number. The Purchase Orders Will define and authorize the delivery of goods and Services by the Contractor with a “not to exceed price” (based on the prices contained in Attachment B and estimated other direct costs, if applicable). The purchase orders issued by Procurement Services Division may also modify the Contract terms, funding or other matters subject to Subsection 3-2, Change Orders.

4.6 Shipping Charges

All prices Shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges Will be rejected by the County.

4.7 Cost Mark-Up

Contractors Shall not mark up Subcontractor costs and Other Direct Costs (ODCs). The cost for Subcontractor management Shall be segregated into a single cost item and included as a separate task in the cost proposal in Attachment B.

4.8 Direct Costs Related to Additional Work

Direct costs for additional Work Shall be billed at cost without markup, as noted below or as revised by legislative action of the Council:

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County Shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate Will be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking Shall be the actual cost. When rental vehicles are authorized, government rates Shall be requested. If a Person does not request government rates, he/she may be Personally responsible for the difference. Please reference the IRS Web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals Shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301,App.A.
- C. Accommodation rates Shall not exceed the Federal Lodging limit plus host city taxes. The Contractor must always request government rates.
- D. The direct costs contained in A, B and C above Will only be authorized by the King County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel Shall be by coach class at the lowest price available at the time the King County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, Will be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs Shall be billed without markup.

- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs Shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

4.9 Guarantee/Warranty

The Contractor guarantees the goods and Services furnished under this Contract Will be free from defects in material and workmanship, and Will conform with all requirements of this Contract, for a period of one (1) year from date of delivery or Final Acceptance of such goods and/or Services by the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or Services found defective within that period, regardless of who actually corrects the defect.

The County Shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County Will charge-back the cost for such warranty repair to the Contractor.

The Contractor Shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference Will not excuse the Contractor's full compliance with its obligations under this Contract.

The Contractor, upon notice of award of the Contract, Shall promptly Provide to the County complete copies of all written warranties or guarantees and/or Documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and Subcontractors covering parts, components, subcomponents and systems procured through this Contract. The Contractor Shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

If the original parts or equipment manufacturer Provides a warranty that is greater in scope or duration than the Contractor's warranty to the County, the County Shall receive the increased warranty benefits.

The termination of this Contract Shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or Services corrected Shall be subject to this Subsection to the same extent as the goods or Services initially Provided.

This guarantee Shall be in addition to any other express warranties or any implied warranties or remedies Provided by this Contract or by law, and in addition to any other rights or remedies available to the County under this Contract or by law. No provision in this Subsection Shall be construed to limit the liability of the Contractor for Work not done in accordance with the Contract. The liability for such failure to perform Shall extend as far as the appropriate periods of limitation Provided by law.

The Contractor Shall ensure the County receives warranty related Work from its suppliers, distributors, Proposers and Subcontractors.

4.10 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor Shall submit with the Proposal a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed.
- C. SARA Title 3 chemicals must be listed with the percentage by weight of the total product.
- D. A statement as to the intended use of the product.

4.11 Industrial and Hazardous Waste

The Contractor Shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor Shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

4.12 Prohibition on Asbestos-Containing Products

Asbestos-containing products Shall not be Provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor Shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County Shall respond to such notification within thirty (30) Days of receipt. The Contractor Shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4.13 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this Contract or with the completed Work. The Contractor and the Contractor's sureties Shall indemnify and hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor Shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the Contract, the Contractor Shall notify the County in writing and promptly

substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and be satisfactory in all respects to the County.

4.14 Non-Disclosure Obligation

While providing the Service required under this Contract, the Contractor may encounter licensed technology, Software, Documentation, drawings, schematics, manuals, data or other materials marked "Confidential", "Proprietary" or "Business Secret". The Contractor Shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of the Contractor's own confidential information.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from King County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to King County's or the third (3rd) party's confidential information. The Contractor may disclose confidential information if so required by law, Provided that the Contractor notifies King County that the third (3rd) party of such requirement prior to disclosure.

4.15 Public Disclosure Requests

Contracts Shall be considered public documents and, with exceptions Provided under public disclosure laws, Will be available for inspection and copying by the public. All Software products Provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to King County to be protected under the law, the Contractor Shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County Will determine whether the material should be made available under the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted documents. If the material is not exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

4.16 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements Will be implemented through Subsection 3-2, Change Orders.

4.17 Severability

Whenever possible, each provision of this Agreement Will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable

provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision Will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision Will not affect the validity, legality or enforceability of any other provision of this Agreement, which Will remain valid and binding.

5 SECTION - INSURANCE REQUIREMENTS

5.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor Shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and Shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor Shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a time-frame acceptable to the King County Shall enable King County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract Shall not relieve the Contractor from its insurance obligations hereunder.

5.2 Insurance Requirements

- A. The Contractor Shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County Shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements Shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage Will apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision Shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy Shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance
Coverage Shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

- 2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage Shall be Provided. "Professional Services", for the purpose of this Contract section Shall mean any Services Provided by a licensed professional.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor Shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies Shall not limit or apply to the Contractor's liability to the County and Shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
- b. To the extent of the Contractor's negligence, the Contractor's insurance coverage Shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents Shall not contribute with the insurance or benefit the contractor in any way.
- c. The Contractor's insurance Shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies Shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy Shall be or become unsatisfactory to the County, the Contractor Shall, upon notice to that effect from the County, promptly obtain a new policy, and Shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor Shall include all Subcontractors as insureds under its policies, or Shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract Shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor Shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor Shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor Shall be responsible for the Subcontractor's compliance with these provisions.

6 SECTION - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

6.1 Applicability and Federal Grant Contract

This procurement is subject to a financial assistance Contract between the County and the U.S. Department of Transportation. The successful Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant Contract between the U.S. Department of Transportation and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

6.2 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and Shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance Provided by FTA. It is further agreed that the clause Shall not be modified, except to identify the Subcontractor who Will be subject to its provisions.

6.3 Disadvantaged Business Enterprise (DBE) Participation

The DBE requirements of 49 CFR Part 26 apply to this Contract. These requirements are described in Section 1 – Proposal Preparation of the RFP.

6.4 Equal Employment Opportunity

In connection with the execution of this Contract, the Contractor Shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor Shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action Shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be Provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(Authorities: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4).

6.5 Title VI Compliance

The Contractor Shall comply with and Shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

A. Nondiscrimination

The Contractor, with regard to the Work performed by it during the Contract, Shall not discriminate on the grounds of race, color, creed, sex, disability, age or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor Shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

B. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive proposal or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier Shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color, creed, sex, disability, age or national origin.

C. Information and Reports

The Contractor Shall Provide all information and reports required by the regulations or directives issued pursuant thereto and Shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor Shall maintain all required records for a least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor Shall so certify to the County or the Federal Transit Administration, as appropriate, and Shall set forth efforts made to obtain the information.

D. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County Shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

E. Incorporation of Provisions

The Contractor Shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor Shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a Subcontractor or

supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.6 Labor Provisions - Non-Construction Contracts

A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics Shall require or permit any such laborer or mechanic in any Work week in which he or she is employed on such Work to Work in excess of forty (40) hours in such Work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such Work week. (29 CFR § 5.5(b)(1)).

B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefore Shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor Shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages Shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar Day on which such individual was required or permitted to Work in excess of the standard Work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

C. Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or the County Shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as Provided in paragraph B of this section. (29 CFR § 5.5(b)(3))

D. Payrolls and Basic Records

The Contractor or Subcontractor Shall maintain payrolls and basic payroll records during the course of the Work and Shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records Shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph Shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or Subcontractor Will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

E. Subcontracts

The Contractor or Subcontractor Shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor Shall be responsible for

compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)).

6.7 Cargo Preference - Use of U.S. Flag Vessels or Air Carriers

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor Shall:

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty (50%) percent of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. Furnish within twenty (20) working Days following the date of loading for shipments originating within the United States, or within thirty (30) working Days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers even though comparable or a different kind of service can be Provided at less cost by a foreign air carrier, a foreign air carrier is preferred by or more convenient for the Contractor, or service by a foreign air carrier can be paid for in excess foreign currency, unless United States flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of those monies.
- D. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract.
(Required by 46 CFR Part 381 and 41 CFR Part 301-3.6).

6.8 Audit and Inspection of Records

In the case of all negotiated contracts and contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, Shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

6.9 FTA Protest Procedures

Proposers are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the Federal Transit Administration (FTA) may entertain a protest that alleges that the County failed to have or follow written protest procedures. Proposers must file a protest with the FTA not later than 5 working Days after the County renders a final decision or 5 working Days after the Proposer knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After 5 Days, the

County Will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1D (as periodically Updated).

The County Will not award a Contract for 5 working Days following its decision on a Proposal protest or while a protest to the FTA is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance Will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award Will otherwise cause undue harm to the County or the Federal Government.

6.10 Privacy

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party contractors, Subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract Will make this Contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

6.11 Access Requirements for Individuals with Disabilities

The County and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities receiving or benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State of Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

6.12 Interest of Members of or Delegates of Congress

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States Shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

6.13 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on this FTA-financed Contract, if the Contract exceeds \$100,000, each Proposer Shall complete and submit, as part of its Proposal, the certification contained in Attachment K for itself, its principals and its Subcontractor(s) for any subcontract in excess of \$100,000. The inability of a Proposer to Provide a certification in Attachment K Will not necessarily result in denial of consideration for Contract award. A Proposer that is unable to Provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation Shall disqualify the Proposer from participation under this Proposal. The County, in conjunction with FTA, Will consider the certification or explanation in determining Contract award. No Contract Will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it Shall immediately Provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may disqualify the Proposer. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the Contract, in addition to other remedies available including FTA suspension and/or debarment.

6.14 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility

By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it Shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or Person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and Shall require each Subcontractor to complete the certification Provided in Attachment L.

Each subcontract, regardless of tier, Shall contain a provision that the Subcontractor Shall not knowingly enter into any lower tier subcontract with a Person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered Subcontractor to Provide the certification set forth in Attachment L.

The Contractor Shall require each Subcontractor, regardless of tier, to immediately Provide written notice to the Contractor if at any time the Subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the Subcontractors unless it knows that a certification is

erroneous. The Contractor's knowledge and information regarding any Subcontractor is not required to exceed that which is normally possessed by a prudent Person in the ordinary course of business.

6.15 Disclosure of Lobbying Activities

Proposals in excess of \$100,000 require Attachment I, "Certification Regarding Lobbying," and Attachment J, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it Will not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor Shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor Will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 Shall certify and disclose accordingly.

6.16 Anti-Kickback

The County and contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC §§ 51 et seq. Under state and federal law, it is a violation for County employees, Proposers, contractors or Subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a Contract or the purchase of goods or Services.

"Kickback" as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC § 52(2), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is Provided directly or indirectly to any prime Contractor, prime Contractor employee, Subcontractor or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a subcontract relating to a prime Contract.

6.17 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

6.18 Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

6.19 Air Pollution

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria Will be met. This evidence and related documents Will be retained by the manager for on-site examination by FTA.

6.20 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County Will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance Provided by FTA.

C. Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County Will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.*

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance Provided by FTA.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. Historic Preservation

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the

Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. **Mitigation of Adverse Environmental Effects**

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor Will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

G. **Energy Conservation**

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321, et seq.

6.21 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to Provide a competitive preference for products and Services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

6.22 Termination Provisions Required

All contracts and subcontracts in excess of \$10,000 Shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it Will be effected and the basis for settlement.

(Required by FTA Circular 4220.1D, § 15.b.).

6.23 Breach Provisions Required

All contracts in excess of \$100,000 Shall contain contractual provisions or conditions that Will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract. (Required by FTA Circular 4220.1D, § 15.a.).

6.24 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms Shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any

act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

7 SECTION - TECHNICAL SPECIFICATIONS

7.1 Request For Proposal (RFP) Purpose

The purpose of this RFP is to select a third party vendor who will provide medical claim administration services, a Preferred Provider Organization (PPO) network, a High Performance Network, patient safety programs, Nurse Line Services, Web Health tools, Disease/Complex Case Management, Utilization Management or Catastrophic Case Management. The effective date for the program will be January 1, 2007.

7.2 Background and Introduction

King County is a public entity encompassing Seattle, Bellevue, and a number of smaller suburban cities. The County provides regional services including courts and related legal services, public health services, the County jail, records and elections, property tax appraisals, regional parks and facilities, including King County International Airport (King County Field), public transit and sewage disposal. In unincorporated communities, King County also provides police protection, animal control, land-use regulation, roads and local parks.

The County has 13,000 benefits-eligible employees, with an additional 25,000 covered family members. Average employee age is a little over 48. The County is highly unionized (87%) and has 97 separate bargaining units. Benefits are bargained in coalition in three-year cycles through the Joint Labor Management Insurance Committee.

The medical plan administration services and care management programs are key elements in the County's 2007–2009 benefit program. Appendix A provides background about the County's Health Reform Initiative and their new Healthy Incentives benefits framework effective 2007-2009.

7.3 Proposal Objectives and Specifications

The key feature of the *Healthy Incentives* program is that it awards points for participation by employees and their spouse/domestic partner in health promotion and Disease Management programs. The gateway to encouraging this participation will be through the Health Risk Assessment and Targeted Behavior Modification program. Employees and their spouses/domestic partners will be motivated to participate in the *Healthy Incentives* program because the points they earn will allow them to have health plans with lower out-of-pocket expenses. Members will earn points during 2006 to be applied during open enrollment for benefit plans effective 1/1/07. This process will be ongoing and repeated each year as a basis to determine eligibility for the out-of-pocket level for the following year.

Currently, King County active employees and pre-65 retirees (excluding Deputy Sheriffs group that has three fully-insured PPO and Health Maintenance Organization (HMO) options) can select from among three medical plans:

- A. KingCare Preferred - Self-funded \$100 deductible PPO plan (80% of enrollment)
- B. KingCare Basic - Self-funded \$500 deductible PPO plan (1% of enrollment)
- C. Fully-insured HMO plan (19% of enrollment)

King County does not require employees to contribute to premium costs for coverage for themselves or family members.

Also, there is a small group of Law Enforcement Officers/Firefighters pension plan 1 members for whom the County is required by law to provide "all medically necessary" care. This group receives the KingCare Preferred plan, but at no out of pocket member costs.

Under the new *Healthy Incentives* program, King County intends to offer a PPO and an HMO plan, each with three variations. **All three variations in each plan cover the same services and benefits**, however the three variations have three different levels of out-of-pocket expenses for employees. These variations are referred to in shorthand as the “bronze,” “silver” and “gold” out-of-pocket expense levels. The bronze level has the highest deductibles, coinsurance and copays; gold has the lowest. Silver is halfway in between gold and bronze. The current KingCare Preferred plan is expected to be the “gold” out-of-pocket level PPO offering, the current KingCare Basic is expected to be the “bronze” out-of-pocket level PPO plan, and the “silver” level of the PPO plan will probably have a \$250 individual/\$700 family deductible. Employees and their spouses/domestic partners who participate in the Health Risk Assessment will be eligible for the silver level of out-of-pocket expenses; those who take the Health Risk Assessment and complete a personalized action plan will be eligible for the gold level. Participation is strictly voluntary; however, employees and spouse/partners who do not participate in the Health Risk Assessment will automatically earn the bronze out-of-pocket level.

The County understands the critical role of, and relationship with, its vendor partners in the successful pursuit of its goals. To that end the County is seeking competitive bids from vendors who can demonstrate a clear understanding of the drivers guiding the County’s approach to its benefits and its support of the larger Health Reform Initiative. The selected vendor will have demonstrated their willingness and capabilities to provide and embrace innovative processes and solutions, meet best-in-class criteria measurements, be flexible in responding to emerging design changes or agreements and effectively assist the County in achieving its objectives.

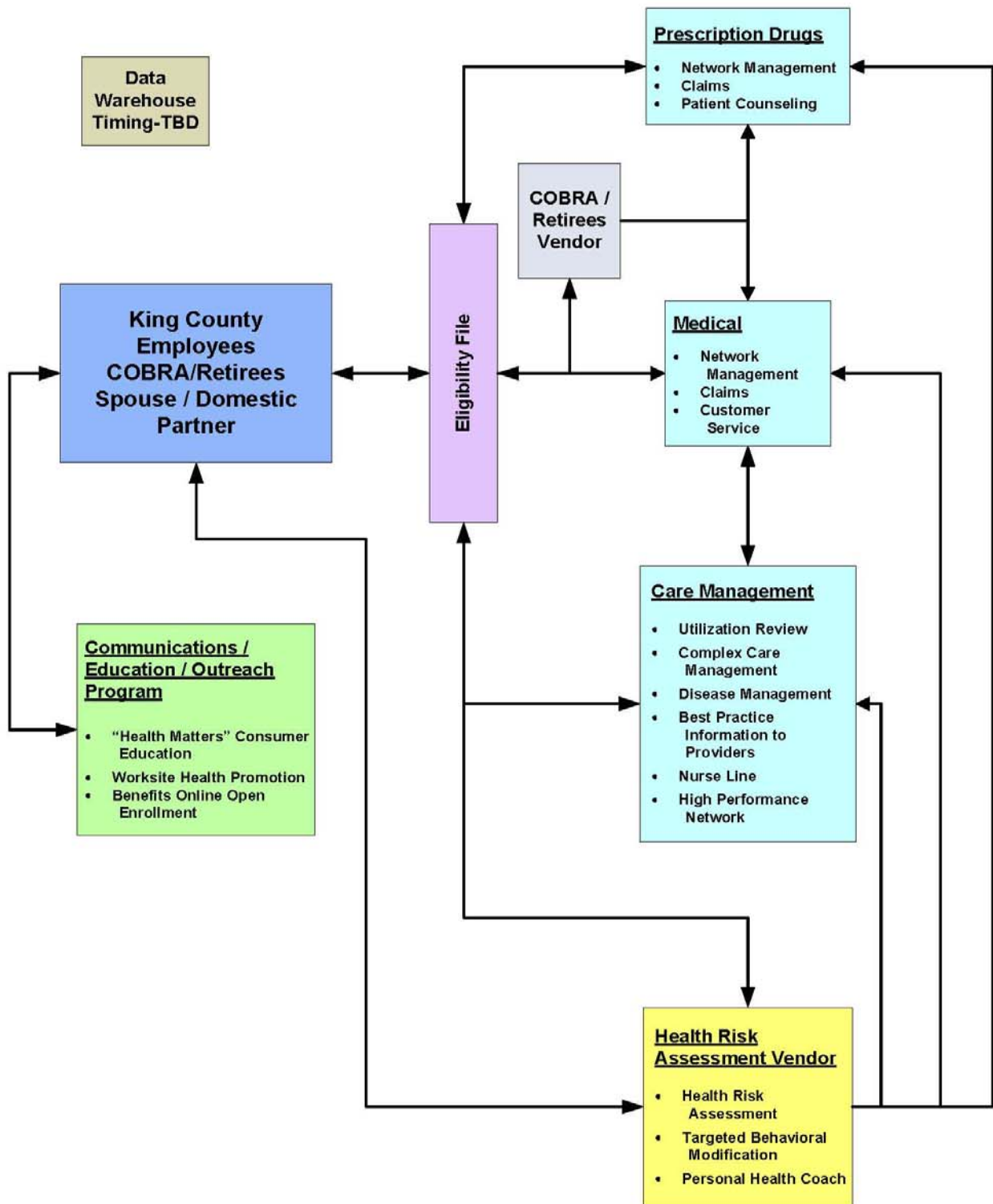
Therefore, the medical vendor, in addition to administering the medical plan, Shall provide the services described below to King County members and Cobra/Retirees:

- A. Demonstrate a clear understanding of the drivers guiding the County’s approach to its benefits and its support of the larger Health Reform Initiative
- B. Administration of proposed plan design
- C. Consumer decision support and engagement tools
- D. Member services
- E. Accurate and timely claims processing
- F. Dedicated account management and implementation support
- G. Integration with other King County vendors
 - 1. Prescription drug
 - 2. Health risk assessment/targeted behavior modification
- H. Network strength and management strategy
- I. Claim fiduciary
- J. High performance network
- K. Best practice programs and services across the care continuum
- L. Nurse advice line for employees and their families
- M. Care management services - Care management services are a multi-disciplinary, continuum-based approach to health care delivery that proactively identifies populations with, or at risk for, established medical conditions that:
 - 1. Supports the physician/patient relationship and plan of care

2. Emphasizes prevention of exacerbations and complications utilizing cost-effective, evidence-based practice guidelines and patient empowerment strategies such as self-management
 3. Continuously evaluates clinical, humanistic and economic outcomes with the goal of improving overall health
 4. Provides for ongoing feedback loop with all key stakeholders.
- N. Ability to measure participation utilization and financial impact for care management programs
- O. Integration of care management programs
- P. Behavioral health (BH)
- Q. Tool kits for patients on how to ask questions of their providers and participate in their own health care and treatment
- R. High performance network as defined below:
1. Organizational commitment to channel care to high performing specialists and eventually to generalists and hospitals based on best-in-class care for selected procedures
 2. Rigorous evaluation of provider cost-effectiveness and quality (using Symmetry's Episode Treatment Groups (ETGs))
 3. Commitment to disclosure of information about providers
 4. A strong linkage to care management and advocacy in order to promote channeling to High Performance Provider (HPP) designated physicians and enhanced treatment
 5. A comprehensive web strategy to engage consumers in understanding their health, managing their care and choosing providers.
- S. Foster an approach to patient safety (e.g., error reduction) that emphasizes systemic improvements rather than individual performance and blame
- T. Encourage providers to participate in Leapfrog
- U. Provide members with a better understanding of the true medical costs borne by King County
- V. Provide innovative solutions for integrating the pharmacy benefit with the King County medical programs
- W. Explore new approaches in managing King County's escalating medical cost trend and provide quality decision support in managing King County's medical plan
- X. A solid value proposition in terms of positive health and financial outcomes.

The diagram below illustrates the touch points between King County employees and other health program vendors:

Touch Points with King County Employees and County Health Program Vendors



The table below outlines the current groups and the eligible number of employees:

	Current Number of Employees In County's PPO Plans	Plan Level	Estimated Number of Dependents
Regular Full-Time and Part-Time	9,697	Gold, Silver and Bronze	Not Available
Law Enforcement Officers' and Fire Fighters (LEOFF) 1 Retirees	197	N/A	Not Available
Retirees	267	Gold, Silver and Bronze	Not Available
COBRA	149	Gold, Silver and Bronze	
Total	10,310		14,434

8 SECTION - PROPOSAL QUESTIONS

8.1 General

This section contains the Proposal questions to be addressed by Proposers. Proposals shall address the questions in the order presented, identifying the proposal questions by including the number and corresponding question with your answer. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.

Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, specifications and applicable standards and regulations. Failure to do so shall be at the Proposers' risk. Section 8 and the associated files are available as Word documents or Excel spreadsheets as appropriate via email from Ovita Bonadie (ovita.bonadie@metrokc.gov) at King County Purchasing.

Tabs within each 3-ring binder must match headings in this proposal per Section 1.17. Documents included on the CD need to be in Microsoft Word or Excel format, with the following names:

- A. Executive Summary.doc
- B. Questionnaire.doc
- C. Attachment A.doc
- D. King County Disruption Analysis Shell.xls
- E. King County Discount Analysis Shell.xls

You will be instructed to provide sample communication materials in the questionnaire. They should be provided in clear plastic sleeves in each 3-ring binder under Tab 5.

To assist you in your proposal, the following information is provided as appendices. Additionally, the Exhibits will require completion by your organization.

Appendix	Description
A	King County Health Reform Initiative – A summary of the County's Health Reform Initiative is included in the RFP and a newsletter used to announce the initiative is included as a separate file (Appendix A1 – King County Health Reform.pdf).
B	Medical Plan Design Summary – A brief summary of the proposed 1/1/07 plan design is included in the RFP and the current benefit booklets and the summary of material modifications are included as separate files (Appendix B1– Benefit Booklet.pdf and Appendix B2 – Summary of Material Modifications.pdf)
C	King County Business Associate Agreement – Included as a separate file (Appendix C - KC Boilerplate HIPAA.doc)
D	2004 Cost and Utilization Summary
E	Census Data – Included as a separate file (Appendix E – GeoAccessCensus.xls)
F	Acronym List

Please complete the tables in these Exhibits:

Exhibit	Description
A	Exhibit A - King County Disruption Analysis Shell.xls
B	Exhibit B - King County Discount Analysis Shell.xls

8.2 **Questionnaire**

Company Information

1. Provide the legal company name, address and website.
2. Please confirm that your proposal includes all services requested in the RFP. (Note that the County will accept bids from vendors that subcontract out services provided there is a single source contract and all Health Information Portability and Accountability Act (HIPAA) requirements for Business Associates Agreements are in place.) Yes____ No____
3. Please provide the name of the primary contact for your organization that will be readily available to answer questions on the Proposal, as well as their title, address, email address, phone number and fax number.
4. Explain the organization's ownership structure, listing all separate legal entities and their relationship within the structure.
5. Describe all major shareholders/owners (10% or greater ownership), and list their percentage of total ownership and the financial arrangements with these organizations.
6. Describe recent (within last 24 months) or planned changes in your organization such as mergers, stock issues, acquisitions, spin-offs, etc.
7. Does your organization have a formal disaster recovery plan? Yes____ No____ Please describe.
8. Are there any restrictions or pending reviews by state or federal authorities for non-compliance with state or federal regulations? Yes____ No____ If yes, please provide details for the past three years including outcome.
9. Please describe involvement in any lawsuit in the last five years. Specifically identify any lawsuits that are currently in litigation and/or class action lawsuits.
10. Please provide a copy of your most recent financial report for the past three years (2002-2004).
11. Please provide your carrier's ratings from AM Best, S&P and Moody's, if applicable.

12. Please provide **all** of the enrollment data requested below for plan subscribers of your total book-of-business (BOB) and for the ZIP codes listed below.

	January 1, 2004		January 1, 2005	
	Number	% of Total	Number	% of Total
Total Book of Business				
Total Enrollment		100%		100%
Commercial		%		%
Other		%		%
Gross Disenrollment*		%		%
Commercial		%		%
Other		%		%
ZIP Codes 980, 981, 982, 983, and 984				
Total Enrollment		100%		100%
Commercial		%		%
Other		%		%
Gross Disenrollment*		%		%
Commercial		%		%
Other		%		%

* Gross disenrollment for 2004 is the total number of subscribers enrolled on January 1, 2003 who are no longer enrolled on January 1, 2004. Express 2005 gross disenrollment as a percent of total enrollment at January 1, 2005.

13. Provide references for three current clients, including one public sector client, one client of similar size to King County, and one served by the proposed account management team for King County. For each reference, please include:
- Client name
 - Service provided by your company for this client
 - Length of relationship
 - Contact name
 - Phone number and email address
 - Number of employees
14. Provide a list of two recently terminated clients (within the last three years) that we may contact for a reference. Please include:
- Client name
 - Service provided by your company for this client
 - Length of relationship, and reason for termination
 - Contact name
 - Phone number and email address

15. Please briefly describe the Puget Sound healthcare market, commenting on the various dynamics (e.g., increases in capacity, levels of competition and the impact of these factors on employers, plans and providers).
16. Please describe your provider outreach efforts and what programs or events that you sponsor that involve the provider/employer community.
17. The County produces their summary plan descriptions (SPDs). Please confirm that you will reimburse King County for the costs associated with producing their SPDs. Those costs include developmental (i.e., County staff time to develop), printing and shipping costs. Please indicate the maximum reimbursement you will provide and the frequency (once, annually, etc.). Based on historical costs, the SPD costs range from \$30,000 to \$40,000 and occur twice every three years. Yes_____ No_____
18. King County has a long established practice of standardizing plan terminology in SPDs (to the extent possible) across all plans offered by the County. Are you willing to allow customization of your materials to comply with this practice (subject to legal review)? Yes_____ No_____ If yes, are you also willing to allow the County's SPD to take precedence if there is a discrepancy in interpretation between the County's version and your standard SPD? Yes_____ No_____
19. Please confirm your compliance with each of the proposal specifications listed in Section 7.3. Please place an "X" in the column under the Yes or No.

Services to be Provided	Yes	No	Yes With Exceptions
a. Demonstrate a clear understanding of the drivers guiding the County's approach to its benefits and its support of the larger Health Reform Initiative			
b. Administration of proposed plan design			
c. Consumer decision support and engagement tools			
d. Member services			
e. Accurate and timely claims processing			
f. Dedicated account management and implementation support			
g. Integration with other King County vendors (1) Prescription drug (2) Health risk assessment/targeted behavior modification			
h. Network strength and management strategy			
i. Claim fiduciary			
j. High performance network			

Services to be Provided	Yes	No	Yes With Exceptions
k. Best practice programs and services across the care continuum			
l. Nurse advice line for employees and their families			
<p>m. Care management services - Care management services are a multi-disciplinary, continuum-based approach to health care delivery that proactively identifies populations with, or at risk for, established medical conditions that:</p> <ul style="list-style-type: none"> (1) Supports the physician/patient relationship and plan of care (2) Emphasizes prevention of exacerbations and complications utilizing cost-effective, evidence-based practice guidelines and patient empowerment strategies such as self-management (3) Continuously evaluates clinical, humanistic and economic outcomes with the goal of improving overall health (4) Provides for ongoing feedback loop with all key stakeholders. 			
n. Ability to measure participation utilization and financial impact for care management programs			
o. Integration of care management programs			
p. Behavioral health (BH)			
q. Tool kits for patients on how to ask questions of their providers and participate in their own health care and treatment			
<p>r. High performance network as defined below:</p> <ul style="list-style-type: none"> (1) Organizational commitment to channel care to high performing specialists and eventually to generalists and hospitals based on best-in-class care for selected procedures (2) Rigorous evaluation of provider cost-effectiveness and quality (using Symmetry's Episode Treatment Groups (ETGs)) (3) Commitment to disclosure of information about providers (4) A strong linkage to care management and advocacy in order to promote channeling to High Performance Provider (HPP) designated physicians and enhanced treatment (5) A comprehensive web strategy to engage consumers in understanding their health, managing their care and choosing providers. 			

Services to be Provided	Yes	No	Yes With Exceptions
s. Foster an approach to patient safety (e.g., error reduction) that emphasizes systemic improvements rather than individual performance and blame			
t. Encourage providers to participate in Leapfrog			
u. Provide members with a better understanding of the true medical costs borne by King County			
v. Provide innovative solutions for integrating the pharmacy benefit with the King County medical programs			
w. Explore new approaches in managing King County's escalating medical cost trend and provide quality decision support in managing King County's medical plan			
x. A solid value proposition in terms of positive health and financial outcomes.			

20. Please complete this checklist as part of your proposal, indicating whether or not the service is included in your proposal and your Administrative Services Only (ASO) fee quotation. If a particular service is not included in your quotation, please indicate the additional cost to add the service.

Service	Yes/No	Comments
Rating Methodology/Underwriting Assumptions		
1) The proposed effective date is January 1, 2007.		
2) Quoted rates do not include commissions.		
3) Your rate/fee quotes in this RFP and future quotes assume that you will be responsible for all claims incurred on or after January 1, 2007.		
4) You will waive the actively-at-work clause and cover current and future disableds and COBRA beneficiaries as actives until they are no longer eligible for coverage, as determined by King County.		
5) You will provide transition of care for members receiving care on 12/31/06.		
6) You are willing to fund pre-implementation testing for King County (e.g., plan design, eligibility, customer service) and have provided dollar amount and scope information in the financial section of this RFP.		
7) You are willing to accept fiduciary responsibility and have indicated additional fees for this service in the financial section of this RFP.		
8) You will pay any financial payments due to King County (e.g., missed Performance Guarantees, implementation funds, etc.) via check directly to King County.		
SPDs/Provider Directories/Explanation Of Benefits (EOBs)/ID Cards		
9) You will assist in developing King County's SPDs. and will allow the County's SPD to take precedence if there is a discrepancy in interpretation between the County's SPD and your standard wording.		
10) You will provide a reimbursement to King County for SPDs.		
11) You will provide standard ID Card production and issuance.		
12) You will included the King County logo on ID Card.		
13) You will allow customized text on ID Cards including but not limited to branding of plan and benefit level names (i.e., KingCare and Healthy Incentives Program – Gold, Silver, or Bronze level of out-of-pocket).		

Service	Yes/No	Comments
14) You will ensure that Social Security numbers will not be included on cards, EOBs, or any other correspondence to members.		
15) You will use King County-generated alternate ID numbers for identification number.		
16) You will provide annual re-issuance of ID cards to all employees if changes in benefits occur.		
17) Normal ID card mailing by vendor Shall be five business days from request.		
18) Customized EOBs including but not limited to clearly noting that King County self-insures the plan and that claims are being paid out of King County funds.		
Account Management/Administration		
19) You agree to provide assistance during the implementation process (including but not limited to open enrollment meetings every open enrollment), then be available for face-to-face meetings with King County's benefit staff to discuss ongoing issues.		
20) A dedicated account management team will support the King County benefit staff.		
21) You will handle issuance of Certificates of Creditable Coverage (HIPAA Certificates to employees and dependents upon termination and/or upon request).		
22) Standard accounting structure to accommodate separate claims reporting for different benefit plans and separate claims data for different groups; indicate in comments the number of account structures you have assumed in your fees.		
23) Employee satisfaction surveys specific to King County.		
24) You will identify your subcontracted relationships and will be responsible for their performance.		
25) You are able to administer the proposed plan designs.		
26) You are willing to interface with King County's carve-out vendors and have identified any additional fees for establishing and maintaining that interface in the financial section of this RFP.		

Service	Yes/No	Comments
27) You agree to transfer or accept all relevant medical, prescription drug and behavioral health management claims data, as well as all care management data, to appropriate disease management, case management, data integration vendors for purposes of claims analysis as associated with such care management programs, in addition to disclosing all associated fees for transfer or receipt of data.		
Billing and Eligibility		
28) You will handle eligibility processing as outlined: <ul style="list-style-type: none"> – Receive weekly ‘full’ eligibility file: <ul style="list-style-type: none"> – Extensible Markup Language (XML) file – Direct send versus Website – An email will be sent to notify vendor the file has been sent – Each file will contain all benefit-eligible employees & dependents including actives and terminations Note: Terminations will appear only once on a file and will not be repeated on subsequent files – Receive manual updates via fax and email – Vendor must update their systems within one business day from the date/time stamp on the XML file from King County – Receive third party eligibility files for King County Cobra and Retirees – Send confirmation file weekly for receipt of eligibility files: <ul style="list-style-type: none"> – XML file – Count of actives & terminations – Reject or errors – Send monthly roster of all employees and dependents: <ul style="list-style-type: none"> – XML file – Complete file with all information (names, addresses, date of birth, etc.); provide the last week of each month – Roster is to be sent within two (2) business days following the last file received for the month. 		

Service	Yes/No	Comments
29) You will handle billing process as outlined: <ul style="list-style-type: none"> – Self-bill based on King County monthly eligibility file, including retroactivity – Ability to go back one year (on a 12-month rolling basis) for retroactivity – Any payment remittance must have option for Automated Clearing House (ACH) or Wire transfer. 		
Care Management and High Performance Provider Network		
30) You will use Symmetry's ETGs to evaluate cost-effectiveness of specialists.		
31) You will provide the results or incorporate results into your care management programs.		
32) You will track utilization by disease management category.		
33) You will track participation in and completion of care management programs.		
34) You will track use of high performing providers and the relative cost of care by HPP and non-HPP physicians (using ETGs).		
35) Members will have access to program information online, including disease management and nurse advice line programs.		
Data Transmission Requirements		
36) You satisfy all applicable provisions of HIPAA regarding rules on electronic transactions, also known as the Electronic Data Interchange (EDI) Standards, from Department of Health and Human Services regulations (45 CFR Parts 160 and 162).		
37) You will be able to receive prescription drug data and targeted behavior modification program participation data on a weekly basis for integration with care management programs.		
38) You will send disease management program participation data to health risk assessment vendor on a weekly basis.		
Privacy Requirements		
39) You will ensure that all necessary policies, procedures, patient authorization forms, etc. of the plan comply with applicable Privacy provisions of state law, to the extent such state law is not preempted by the provisions of HIPAA.		

Service	Yes/No	Comments
40) You have satisfied all applicable privacy requirements of HIPAA (Department of Health and Human Services regulations, 45 CFR Parts 160 and 164).		
Security Requirements		
41) You will comply with applicable state law regarding the security of health information against unauthorized intrusion, to the extent such state law is not preempted by the security provisions of HIPAA.		
Reporting		
42) You agree to provide up to 80 hours of ad-hoc report requests.		
Underwriting Services		
43) Overall program accounting (year-end reconciliation) delivered by June 15.		
44) You will provide projections of cost impact for benefit design changes.		
45) You will notify the County of any administration fee change on July 15 on an annual basis in order to meet the County's time requirements due to collective bargaining and open enrollment.		
Claim Services		
46) You will provide plan implementation of King County's employee benefits plans, set-up of benefit design, eligibility data, and a testing of sample claims.		
47) You will use claim history load from one prior carrier using an electronic method to backload financial information to an individual's history. Standard items include calendar year deductible, out-of-pocket, lifetime maximums, and mental health/substance abuse lifetime maximums.		
48) Your claim adjudication and payment services will include payout control, eligibility management, prospective fraud and abuse detection and control.		
49) Standard claim forms.		
50) Non-standard claim forms.		
51) Application of discounts on out-of-network claims and/or select claims not eligible for standard network discounts.		

Service	Yes/No	Comments
52) Hospital audits.		
53) Credit balance recoveries.		
54) Non Duplication Coordination of Benefits (COB) for all claims with automated investigation once every 12 months.		
55) Production and distribution of standard EOBs to employees.		
56) Customization capabilities on EOBs.		
57) During the term of the agreement or six months following termination, King County may perform an annual audit of carrier services, at its own expense.		
58) Application of the subrogation services.		
59) External claim review (third level appeal).		
Managed Care Services		
60) Network access, management and administrative activities including physician (and other healthcare provider) relations, clinical profiling, contracting and credentialing, and network analysis and system development.		
61) Medical policy functions, as guided by a medical director, including health policy and quality assurance and medical management analysis and structure.		
Online Member Self-Service		
62) Co-branded website at no additional cost.		
63) Can members:		
Link to carrier site from King County intranet site?		
Access provider information?		
Access provider directories?		
Access provider locator including mapping software?		
Participate in community forums?		
If no, does your Website link to this type of site?		

Service	Yes/No	Comments
Access benefit plan summaries?		
Check eligibility?		
Order replacement ID cards?		
“Talk” to providers (i.e., “Ask-the-Physician”)?		
Capability to email customer service representative (CSR)?		
Capability to correspond with a live CSR?		
Compare performance ratings (quality and cost) for hospitals and physicians?		
Cost share (i.e., copay/coinsurance) calculators?		
Individual claims history?		
Downloadable Explanation of Benefits (EOB)?		
File a claim?		
Download printable versions of claim forms?		
Check claim status?		
Submit appeals?		
Submit inquiries to customer service via email?		
Access your website from both Mac and PC platforms?		
Access your website from the following browsers:		
– Internet Explorer		
– Netscape		
– Opera		
– Mozilla Firefox		
– Safari		
Other? (please briefly describe)		

Service	Yes/No	Comments
Online Provider Support		
64) Can providers:		
Verify in “real time” the eligibility status of members?		
Create virtual medical records for their patients?		
Access drug and medical history for their patients?		
Access their performance results vis a vis their peer group?		
Access lab values or other encounter data?		
Submit claims?		
Submit pre-certification information/extended length of stay information?		
Other? (please briefly describe)		
Online Plan Sponsor/Employer Support		
65) Can plan sponsors check eligibility online?		
66) Can plan sponsors update eligibility online?		
67) Can plan sponsors run the following online reports:		
Claim Experience by account/suffix structure?		
Enrollment by month and by account/suffix structure?		
Large Claim Report?		
Triangulation/Lag Report?		
Utilization Review Report?		
Large Case Management Report?		
Hospital Bill Audit Report?		
PPO Network Utilization Report?		
Top Provider Report?		
Submitted vs. Paid Report PPO?		

Service	Yes/No	Comments
Network Savings Report?		
Annual Renewal Report?		
Disease Management Report?		
Nurse Advice Line Report?		
Other (please specify) ?		
68) Can plan sponsors have the following online billing solutions:		
View monthly invoices online (up to 12 months of historical invoices)?		
Sort and search enrollee information?		
Download current billing detail and request subscriber terminations?		
Remit payment online using direct debit?		
69) Can plan sponsors check claim status inquiry for a member?		
70) Can plan sponsors request ID card for a member?		

Approach to Scope of Work

21. In your own words, please describe your understanding of the primary issues and goals driving changes within the County and its benefit plans, as well as what is required of a successful vendor to help achieve the objectives.
22. Briefly describe examples of where your organization has incorporated innovations from other sources, how it was implemented, what the challenges were and how those barriers were overcome.
23. Describe any new and innovative programs that are planned for release or are in early development.
24. Briefly describe your company's overall strategic direction on helping plan sponsors control healthcare costs.
25. Please list three key points that differentiate your organization from your competitors and make your firm uniquely suited to fulfilling King County's needs. Please provide specific examples in your description.

Confidentiality and Privacy

26. Please confirm if your company is in compliance with all current HIPAA regulations for privacy, security and Electronic Data Interchange (EDI). Yes____ No____
27. Please review Appendix C – King County Business Associate Agreement. Indicate your organization's willingness to sign this Agreement. Yes____ No____ Please indicate any exceptions or deviations on the language included in this Agreement.
28. Confirm that your member and employer website has valid Secure Socket Layer (SSL) security. Yes____ No____ If no, please describe your website security.
29. Please describe how you will ensure that the confidentiality and privacy of member information, including credit card and other financial data, is being protected when utilizing your services.
30. Verify that you can meet the King County Policies and Standards for Security and Privacy with regard to the administration of strong passwords for your member website. Yes____ No____
31. Please describe the steps you take to instill confidence for employees and family members that you maintain a secure and confidential program.
32. What security arrangements do you have for accepting e-mailed or File Transfer Protocol (FTP) records?

Implementation and Account Management

33. Please provide information on the key account service team members that would be selected for King County. For each team member, please include:
 - a. Name and title
 - b. Location
 - c. Years with company

- d. Major responsibility on the King County account
 - e. Biography listing staff expertise, knowledge, background and training in the specific services proposed
 - f. Identify which team member is responsible for day-to-day account issues and communication with King County benefits staff. Please confirm that this person will respond to all account inquiries from King County staff within one business day. If this individual is unavailable to respond, please describe the process for escalating or delegating this responsibility to another account team member.
34. For the County's program that will be effective on January 1, 2007, please provide a detailed implementation plan regarding critical tasks, timeframes and resources based on the proposed King County programs beginning with the contract being awarded on February 1, 2006 and an effective date of January 1, 2007.

- Please note: The dates and activities listed below are required milestones.

February 12, 2006	Establish implementation teams and schedule
March – May 2006	Implementation meetings with BHIP and vendor tech staff to identify interface requirements; functional and technical and content and methodology/delivery
June 2006	First test file to establish electronic handshake
June - Sept 2006	Testing and redevelopment with vendor; King County data to and from
December 5, 2006	King County will mail employees/dependents a confirmation letter regarding their new benefit elections
December 20, 2006	King County will provide eligibility file to vendor
January 1, 2007	Pr King County benefit goes live
January 1, 2007	ID cards received by members

- Please include:
 - a. The role King County will play during implementation
 - b. The roles and responsibilities of your implementation team
 - c. The process for the exchange of data:
 - (1) Interface file for eligibility feed from King County
 - (2) Interface file for targeted behavior modification program participation from Health Risk Assessment (HRA) vendor to medical vendor
 - (3) Interface file for disease management program participation data to HRA vendor
 - (4) Interface file for prescription drug data from pharmacy benefit manager to medical vendor
 - d. The testing between the County and vendor
 - e. The process for acceptance and transition to production
 - f. Production and distribution of communication materials
 - g. Contacts assigned to each step of the implementation process
 - h. Implementation meetings held starting February 2006

35. Do you have a formal protocol for new plan implementation? Yes_____ No_____ If yes, please describe.
36. What steps will you undertake to ensure approval of your internal set-up of King County's plan?
37. Please note that King County will send the final eligibility file on 12/20/2006. Please indicate how your organization intends to ensure that eligibility is properly loaded prior to the January 1, 2007 effective date. Please confirm that you will provide ID cards to members by 1/1/07. Please detail any concerns you have with the implementation schedule. Provide information on your proposed plan to manage the process – including quality assurance reviews and provision of eligibility discrepancy or error reports. Please confirm that if a member has not received their ID card on 1/1/07, that they still can access services.
38. Confirm that appropriate staff within your organization have reviewed and approved the scope of services you will deliver to King County if awarded the business. Yes_____ No_____
39. Confirm you will provide an administrative guide outlining all processes and requirements for interface with the County and other vendors after implementation is complete. The administrative file should include the information necessary for King County benefits team to operate the plan. The manual should include, but not be limited to, the following information: account management structure and contact information, process for handling questions and escalation process, file exchanges, eligibility processes and timeframes, ID card process (how to order via online, fax, phone and timeframes), listing of plan exclusions, medical services requiring prior authorization, processes for obtaining prior authorization, benefit limits (e.g., massage, etc.), appeals process, forms description or definition of forms and online location, coordination of benefit process, etc. Yes_____ No_____
40. Will the person who manages the implementation process also be on the ongoing account management team, or is there an implementation specialist? Describe how you will assure a smooth transition from implementation to production.
41. Confirm your willingness to fund a readiness audit and/or post-implementation audit upon King County request. Detail any **implementation audit** conditions or restrictions, including auditor selection and total funding. Yes_____ No_____

Eligibility

42. Please list your required and optional data fields for electronic eligibility files.
43. Please describe the process of ensuring accurate uploads of new eligibility data.

Banking

44. Please describe your standard banking arrangement, including any options available to clients.
45. Will you provide monthly banking reconciliation services? Yes_____ No_____ Indicate any additional charges.
46. Are you able to process ACH and wire transfers? Yes_____ No_____

47. Confirm that all requests for claim payment will be sent by fax. Yes____ No____
48. Do you require an initial or ongoing minimum balance in the bank account from which claims are paid? Yes____ No____ Amount (\$ or %) _____

Plan Design

49. Can the plan designs and eligibility, as outlined in the benefit booklets, be administered without any deviations (see Appendix B for plan design information)? Yes____ No____
Please outline all plan design deviations. Note: While the 2007 plan design is different from the current plan design, the vendors are expected to review the current plan design to confirm any deviations as the changes on 1/1/07 are to out-of-pocket levels only.
50. Confirm your ability to administer the County's non-duplication coordination of benefits process. Yes____ No____
51. Confirm your ability to administer the County's 4th quarter deductible carryover provision for 2007 and ongoing.
52. The County offers a smoking cessation program that provides phone-based treatment and unlimited nicotine replacement therapy, including patches and nicotine gum, with no member cost sharing. The phone-based treatment includes up to 5 proactive counseling calls, unlimited inbound support, an individualized quit plan, nicotine replacement therapy dosage and decision support and quit kit. Provide a brief description and associated cost of any similar programs that your organization offers.
53. The County offers a weight management program as a requirement for members seeking gastric bypass surgery. The program is a physician supervised comprehensive integrated program that includes on-site behavioral therapy, exercise and nutritional counseling. The program lasts for 36 weeks. Provide a brief description and associated cost of any similar programs that your organization offers.
54. The County provides on-site flu shots to employees. They would like the flu shots to be paid for by the vendor by providing the vendor a summary of benefit eligible employees that received the flu shot and then have the vendor process the claims. Please indicate your ability to support this service.
55. The County has two sets of benefits plans –one that applies to all employees except the King County Police Officers Guild (currently included in the scope of the RFP), and a different set of benefit plans for the Guild that are bargained separately. King County may request a separate quote for a group of 800 bargained employees at a later date. Please indicate your ability to administer a separate group. Yes____ No____

Member Service

For the following questions, please make your responses specific to the member service location you are proposing for King County.

56. Where will member services be handled? What are the hours of operations of member services?
57. Please provide 12 test user names and passwords so King County's selection committee can test your member website.
58. Will staff be dedicated/designated to King County? Yes____ No____ Please define dedicated/designated and include the number of customer service representatives that will be part of the team for King County.
59. Can the scripts for customer service representatives be modified to indicate that the member has reached services for the "KingCare" plan? Yes____ No____
60. Can the customer service representatives provide a "warm transfer" to other vendors providing benefit plan services to King County if a member reaches the health plan line in error?
61. Are the customer service representatives also processing claims? Yes____ No____
62. Do you have special services for hearing impaired, visually impaired and non-English speaking customers? Yes____ No____ If yes, please describe including telephonic customer service and member online services. If no, do you have the ability to add these services? Yes____ No____
63. Is there an interactive voice response (IVR) system in place? Yes____ No____
64. Is there an opt-out to a "live" claims representative at every step in the protocol? Yes____ No____
65. For the office that will handle King County's account, please provide the following service statistics:

	Standard	2004	YTD 2005
Telephone average speed of answer			
Percentage of calls abandoned			
Average waiting time			
Average call time			
Average time for problem resolution from initial notification			
Percentage of problems resolved during first call/contact (member does not need to call back)			

66. What was the turnover percentage among customer service representatives and claims processors for the past 12 months?
67. Are customer service calls monitored for quality assurance purposes? Yes____ No____
If yes, please indicate how the calls are monitored.

Type of Monitoring	Yes	No
Two-way silent monitoring (able to hear both sides of the conversation without the counselor knowing the call is being monitored)		
One-way monitoring (only able to hear counselor)		
Side-by-side monitoring of the counselor at their workstation		
Taped calls		

68. Is there an announcement advising the member of this monitoring? Yes____ No____
69. What tools do your customer service representatives have for researching and resolving claims issues (i.e., scanning of claim forms and ability for customer service representatives to view claim forms)?
70. What tools do your customer service representatives have for answering questions about the specific plan benefits available in King County's plan?
71. Please outline the triage/escalation model used in your call center(s).
72. Is there an automated mechanism to track issues/complaints/grievances to resolution? Yes____ No____
73. Is there an electronic log of calls that will alert a representative of the existence and substance of a previous call from the member on the same or similar subject? Yes____ No____
74. Will you provide a lead customer service representative for County benefits staff to contact for escalated issues? Yes____ No____
75. Is there a documented dispute resolution process for members? Yes____ No____ If so, please describe.
76. Will you conduct an annual customer services satisfaction survey for the County? Yes____ No____ If yes, Can it be County-specific? Yes____ No____ Can the County publish this information? Yes____ No____
77. Will you support periodic meetings between call center staff and County benefits staff who work on eligibility and claims issues? Yes____ No____

Claims Processing/Administration

78. Where will claim processing be handled?
79. Will King County's claims be handled by a dedicated unit or service representative? If yes, please define dedicated. Yes____ No____

80. What is the ratio of members to customer service representatives and claims processors for the location and team you are proposing?
81. Please provide claim adjudication statistics for the proposed claim office in the table below.

	Standard	YTD 2005
Financial accuracy (percent of dollars paid correctly)		
Overall accuracy		
Turnaround time in 14 calendar days		
Turnaround time in 28 calendar days		

82. Describe your quality review procedures. Random sample? Large claims only?
83. What is your claim processing system?
84. When was the most recent major upgrade of your claim processing system?
85. Are there plans to replace the claim processing system within the next three years at the claim office you are proposing for King County? Yes____ No____ If yes, when? If yes, do you have a detailed implementation plan specific to the individual employer plan level to assure smooth transition to the new platform?
86. Please describe your third party subrogation policy. What is the estimate of savings (recovery rate)?
87. For out-of-network claims, please describe your Reasonable & Customary (R&C) fee profile. How often is it updated? What percentile is used?
88. What are your guidelines and procedures for determining medically unnecessary claims?
89. Do you agree to be financially responsible for overpayments that result from claim payment errors made by your claim approvers? Yes____ No____ Please describe your procedure when an overpayment is discovered.
90. Describe your standard appeals procedures for disputed claims. How are pended claims handled? Would King County be involved in the member appeal process? Yes____ No____
91. If you agree to accept fiduciary liability, what position would your organization take with regard to plan exceptions?
92. How would you handle continuation of benefits with respect to claim history and deductible and coinsurance carryover on the effective date of the administrative contract?
93. How do you administer COB? Indicate your COB threshold for investigation.
94. Is there an automatic system to monitor when dependent children are approaching age 23 so that the employees can be notified? Yes____ No____
95. Confirm your willingness to provide unrestrictive operational and financial audit rights, including appropriate access to network and provider contracts. Yes____ No____

96. King County will require the medical vendor to maintain complete records of all claims and payments for a minimum of six years or greater as required by law. At the end of the six-year period, records shall either be transferred to King County or destroyed under King County's direction. All such records are the property of King County and must be returned to King County upon demand. The medical vendor shall maintain claims history data online for a minimum of three years from the date of processing in a format that is readily available to King County upon request. Please confirm your ability to meet this requirement. Yes____ No____

Network

97. Do you have the capabilities of providing a "national preferred provider network"? Yes____ No____ If yes, would King County members have access to the national network if out of Western Washington? Yes____ No____
98. Indicate in the table below if your PPO network in the Western Washington three-digit ZIP code regions listed is owned or rented?

County	Hospital Network	Physician Network
980		
981		
982		
983		
984		

99. Do you contract with any "alternative" care providers? Yes____ No____ If yes, please explain.
100. If you don't own your network, do claims need to be sent to the network for repricing? Yes____ No____ If yes, please describe process.
101. How do you ensure that network claims are paid at actual charges up to the negotiated rate rather than simply paying the negotiated rate?

102. Indicate which reimbursement method is used most often for your PPO network. Check one for each category listed.

	Hospital Inpatient	Hospital Outpatient	Primary Care Providers	Specialist Physicians	Diagnostic Imaging	Laboratory
Capitation						
Per case/ Diagnosis- Related Group (DRG)						
Per diem						
Fee schedule						
Discount off charges						
None of the above						

103. Do you provide a “passive” or “secondary” network that offers discounts off billed charges for providers not in the primary network? Yes____ No____

104. For the following services in the three-digit ZIP code regions 980, 981, 982, 983, and 984, indicate whether you directly contract with network providers or subcontract to another organization that directly contracts with network providers. Check one.

	Direct Contract	Subcontract	Name of Network Used (if subcontract)	No Network
Hospital — inpatient				
Hospital — ambulatory				
Physician				
“Centers of Excellence”				
Laboratory				
Diagnostic X-ray/Imaging				
Durable Medical Equipment				
Audiology				
Chiropractic				
Alternative Therapies				

105. Do your PPO contracts require provider compliance with all utilization review procedures? Yes____ No____
106. Do your PPO contracts preclude providers from balance billing? Yes____ No____
107. Please indicate in the table below how frequently your physicians and hospitals are re-credentialed. Check one.

	Physicians	Hospital
More frequently than once every two years		
More than once every two years, less than three years		
More than once every three years, less than five years		
Less often than once every five years		
Not recredentialed/unable to track		

108. Do you have a credentialing process for alternative providers? Yes____ No____
109. If you offer "Centers of Excellence," indicate in the table below which apply:

	Yes	No
Solid organ transplants, lung		
Solid organ transplants, liver		
Bone marrow transplants, allogenic		
Bone marrow transplants, autologous		
Stem cell treatments		
Cardiac procedures, Angioplasty/Stent		
Cardiac procedures, Coronary Artery Bypass		
Coronary Artery Bypass Graft (CABG)		
Cardiac procedures, Heart Transplant		
Cancer		
Comprehensive weight management programs for morbid obesity		
Bariatric surgery		
Other, please identify		

110. If you have "Centers of Excellence" programs, do you maintain objective, written criteria for the selection of providers in the program? Yes____ No____ Please identify which criteria are used (e.g., price, better than expected outcomes, quantified patient satisfaction survey results) and describe briefly.

111. What was your physician turnover rate in each of the following counties in 2003 and 2004?

County	2003	2004
King		
Kitsap		
Pierce		
Snohomish		

112. Please complete the following table relative to physician terminations, by each of the following counties for 2003 and 2004.

2003

	Total Number of Providers	Total Number of Providers Terminated	Number Terminated by the Network for Quality of Care	Number Terminated by the Network for Other Reasons	Number of Terminations Due to Death, Retirement and/or Moving Out-of-network Area	Number of Voluntary Terminations for other Reasons
King						
Kitsap						
Pierce						
Snohomish						

2004

	Total Number of Providers	Total Number of Providers Terminated	Number Terminated by the Network for Quality of Care	Number Terminated by the Network for Other Reasons	Number of Terminations Due to Death, Retirement and/or Moving Out-of-network Area	Number of Voluntary Terminations for other Reasons
King						
Kitsap						
Pierce						
Snohomish						

113. Do you monitor patient complaints about the network? Yes____ No____ If yes, please describe the process and how complaints are addressed.

114. How are members informed when providers leave the network? Please indicate how quickly members are informed.

115. Does your organization have incentives for providers to adopt electronic medical records? Yes____ No____ If yes, please describe briefly.

116. Does your organization pay for services delivered through secured messaging, group visits, patient education and other services? Yes____ No____ If yes, please describe briefly.
117. Do you have any tools that measure outcomes or other practice reviews? Yes____ No____ If yes, please describe.
118. Do you collect information on compliance with HEDIS or other measures? Yes____ No____
119. If you have a formal written process to address clinical quality issues with network providers, please respond for the most recent 12 months. What percentage of your network providers were subjected to this process?
- ____% of your physicians
- ____% of your hospitals
- ____ Not tracked
120. What criteria are used to develop, review and implement clinical protocols? Check all that apply.
- ____ Protocols developed through incorporation of community best practices, after consideration of nationally recognized, evidence-based guidelines
- ____ Protocols based on predominantly nationally recognized evidence-based guidelines, minimal focus on community trends
- ____ Protocols fully based on nationally recognized evidence-based guidelines and targeted on high-cost or high-frequency procedures
- ____ None of the above
121. Which of the following best describes how often protocols are updated? Check one.
- ____ Every six months
- ____ Six months to one year
- ____ When changes in technology or guidelines are noticed
- ____ None of the above
122. If utilization/outcomes feedback is furnished on the individual physician level, do physicians currently receive feedback for their own patients on: (Identify all that apply.)
- ____ Resource consumption
- ____ Patient satisfaction
- ____ Personal productivity
- ____ Patient-centered outcomes
- ____ Member health status improvement
- ____ Guideline/protocol compliance
- ____ None provided

123. How are physicians evaluated? Check one.
- ☐ Based on individual performance
- ☐ Based on performance of physician group that includes 20 or fewer physicians
- ☐ Based on performance of all physicians in their medical group or IPA
- ☐ Based on performance of entire network of physicians
- ☐ None of the above
124. What types of annual reports are used to measure physician performance (if applicable)?
- ☐ Member satisfaction surveys
- ☐ Utilization/cost profiles
- ☐ Quality profiles
125. Are utilization profiles used to evaluate physician practice patterns adjusted for enrollee age and gender? Yes ☐ No ☐
126. Are utilization profiles used to evaluate physician practice patterns adjusted for case mix and/or severity?
- ☐ Yes, not based on services provided
- ☐ Yes, based on services provided
- ☐ No

High Performance Provider (HPP) Network

127. Does your organization offer or plan to offer a PPO product with an HPP network option? Yes ☐ No ☐ If yes, please provide a brief description including the effective dates and volume of covered lives represented in your HPP Book of Business data effective 1/1/05. Please provide an overall number, as well as the volume of covered lives by HPP site. Does your HPP cover specialists only, or both primary care providers and specialists?
128. For the following ZIP codes, please indicate which markets you currently offer or plan to offer a PPO product with a HPP network option. Provide the effective date for those ZIP codes where you have an HPP network.

ZIP CODE	Yes/No	If Yes, Indicate Effective Date or Planned Date
980		
981		
982		
983		
984		

129. Choosing from the stages listed below, into which stage does your organization's HPP strategy effort best fit? Please provide an explanation.

HPP Network Strategy Stage	Description	Explanation	Timeframe for Implementation
Stage 1	Planning stage: <ul style="list-style-type: none"> • Organization feasibility study completed and approved • Assessment done on individual and/or groups of physicians (please specify) • Evaluations based on at least 15 episodes 		
Stage 2	Initial implementation: <ul style="list-style-type: none"> • Analysis of physicians complete • All physicians are selected based on evaluation of at least 20 episodes • Limited number of specialties (minimum of eight) included • Members are subtly channeled to these providers through care management and information resources (gold star approved) 		
Stage 3	Expansion: <ul style="list-style-type: none"> • Process of eliminating lowest-performing providers from network has begun • Physicians are selected based on evaluation of at least 20 episodes • All physicians are evaluated based on individual, not group, performance • Full range of specialists included • Data disclosed on physician cost-effectiveness and quality 		
Stage 4	Fully developed: <ul style="list-style-type: none"> • Number of providers is optimized, generalists added, hospitals identified and access issues have been balanced • Data disclosed on cost of services, hospital performance by type of service • All assessments done on individual physicians, not groups 		

130. What methodology is used to roll up detailed hospital data into an overall admission? Do you provide DRGs? Do you provide Revenue codes for each hospital admission?
131. Do you use Symmetry's ETG methodology to roll up all health care claims? Please describe your application of ETGs.
132. Will you be able to provide your Provider Directory with all identifier data fields? Will you specify HPP providers?
133. How will the use of your HPP network be identified on the ID card?
134. What are your categorizations for provider specialties? Please use the table below to indicate categorizations. Mark with an X all that apply.

	Included in HPP Network?	
	Now	Future (date)
Family Practice		
General Internal Medicine		
Physician Specialty		
Acupuncture		
Addiction Medicine		
Allergy/Asthma/Immunology		
Anesthesiology		
Audiology		
Cardiology		
Cardiovascular Surgery		
Chiropractic		
Dermatology		
Emergency		
Endocrinology		
Family Practice		
Gastroenterology		
General Internal Medicine		
Genetics		
Hematology/Oncology		
Infectious Diseases		
Midwifery		
Naturopathy		
Nephrology		
Neurology		

	Included in HPP Network?	
	Now	Future (date)
Obstetrics/Gynecology		
Occupational Medicine		
Ophthalmology		
Orthopedics		
Otolaryngology		
Pathology		
Pediatrics		
Perinatology		
Psychiatry		
Psychologist		
Pulmonary Diseases		
Radiology		
Rheumatology		
General Surgery		
Thoracic Surgery		
Urology		
Vascular Surgery		
Other: [describe]		

135. Do you use quality measures to help define your HPP network? Yes____ No____ If so, which measures do you use? How do you combine both cost and quality measures in determining your network?
136. Do you have the ability to identify high performing hospitals according to results by type of procedure? Yes____ No____
137. Are you planning on changing your procedures contracting approach to support channeling care to high performing hospitals with best-in-class procedures as opposed to a traditional PPO structure? Yes____ No____
138. Do you consider patient safety factors when identifying high performance physicians? Yes____ No____ For example, do you consider percentage of physician admission to hospitals meeting the Leapfrog standards when identifying high performing physicians? Yes____ No____
139. Please comment on your pay-for-performance strategy. How do you differentially reward superior quality performance for both hospitals and physicians? If you do not have Direct Financial Rewards programs currently in place, what are your plans and timeline for implementing them?

140. How do you reward hospitals for superior performance in patient safety? Do you provide rewards to hospitals for compliance with the four Leapfrog standards? Yes_____ No_____ If so, how do you apply the rewards?
141. Does the Plan designate in provider directories which hospitals meet each of the Leapfrog standards? Yes_____ No_____
142. What percentage of total admissions occurred in hospitals that meet each of the following Leapfrog standards:
- a. Computer physician order entry: _____%
 - b. ICU physician staffing: _____%
 - c. Evidence-based hospital referral, coronary artery bypass grafts: _____%
 - d. Evidence-based hospital referral, percutaneous cardiac intervention: _____%
 - e. Evidence-based hospital referral, abdominal aortic aneurysm repair: _____%
 - f. Evidence-based hospital referral, esophagectomy: _____%
 - g. Evidence-based hospital referral, pancreatic resection: _____%
 - h. Evidence-based hospital referral, high-risk delivery: _____%
143. What percentage of total admissions occurred in hospitals that had full compliance rating for the Leapfrog Quality Index standard? _____%
144. Do you offer any programs (in addition to the Leapfrog Standards) aimed at improving patient safety? Yes_____ No_____ If yes, please describe the program and include the results to date.

Care Management

145. Confirm which of the following programs or services are available through your organization. Mark an X in the table.

Program or Service	Operational (List date it became operational)	In Development (List date it will become operational)	Delivery	List Sub-Contractor/ Partner
Self-care Book			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Health Website			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
24/7 Nurse Line			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
24/7 Second Opinion/ Discretionary Care Decision Support			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Maternity/Pre-natal Care Management (High Risk)			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Neonatal Care Management Special care management for IVF recipients			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	

Program or Service	Operational (List date it became operational)	In Development (List date it will become operational)	Delivery	List Sub-Contractor/ Partner
Disease Management			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Complex Case Management			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Catastrophic Case/Utilization Management			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
End of Life Care			<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	

146. Please describe your other available care management programs not specifically identified above.
147. Confirm your willingness/capability to provide comprehensive individual care management participation and claims data (similar to the data requested for Care Focused Purchasing) to a third party vendor data warehouse vendor hired by King County to integrate health care data from many sources in order to provide King County with de-identified information to be used in assessing 1) changes in population health, and 2) effectiveness and/or Return on Investment (ROI) for specific program elements. Yes ____ No ____ Please indicate your cost to provide this data on a monthly basis.
148. Confirm your willingness/capability to provide HIPAA compliant de-identified data to the Puget Sound Health Alliance¹ and to King County. Yes ____ No ____
149. Please indicate the level of integration that your system has for the programs listed in the table below. For those programs delivered through a different King County vendor, your response should indicate how your organization can integrate with outside vendors. Check all that apply.

	Data Sharing	Care Coordination Procedures	Warm Transfers	Referral	# of Clients
Medical Vendor Programs					
Utilization Review					
Catastrophic Care					
Case Management					
Disease Management					
Behavioral Health Care (mental health/substance abuse)					
Self-care (e.g., nurse advice lines)					
Other Vendor Programs					
Prescription Drug					
EAP/ Worklife Services					
Workers' Compensation					
Non-Occupational Disability (Short-Term Disability/ Long-Term Disability)					
Health Risk Assessment/ Targeted Behavior Modification					

150. Describe briefly your experience in coordinating medical services with other health and disability programs and vendors.
151. If you have the ability to integrate prescription drug data from a carved out prescription drug vendor, briefly describe how your care management programs utilize prescription drug data.

¹ Information about the Puget Sound Health Alliance can be found at <http://www.govlink.org/psha/>

152. Are you accredited by or are you pursuing accreditation with any of the following organizations? Please indicate date of accreditation/date of expected accreditation. List any other awards you've received.

	NCQA	Date Awarded Accreditation	Accreditation Category			Pursuing Accreditation (date of application)
			Patient Oriented	Practitioner Oriented	Both	
Full CM Accreditation						
Full DM Accreditation						
Arthritis						
Asthma						
Chronic Pain Management						
Congestive Heart Failure (CHF)						
Chronic Obstructive Pulmonary Disease (COPD)						
Coronary Artery Disease (CAD)						
Depression						
Diabetes						
Hypercholesteremia						
Hypertension						
Low Back Pain/Musculoskeletal						
Oncology (specify type)						
Rare Diseases						
Other: _____						

	JCAHO	Date Awarded Certification	Pursuing Certification (date of application)	Not Pursuing
Case Management				
Arthritis				
Asthma				
Chronic Pain Management				
CHF				
COPD				
CAD				
Depression				
Diabetes				
Hypercholesteremia				
Hypertension				
Low Back Pain/Musculoskeletal				
Oncology (specify type)				
Rare Diseases				
Other: _____				

	URAC	Date Awarded Accreditation	Accreditation status Full/ Conditional/ Denied	Pursuing Accreditation (Application date)	Not Pursuing accreditation
Case Management					
Arthritis					
Asthma					
Chronic Pain Management					
CHF					
COPD					

	URAC	Date Awarded Accreditation	Accreditation status Full/ Conditional/ Denied	Pursuing Accreditation (Application date)	Not Pursuing accreditation
CAD					
Depression					
Diabetes					
Hypercholesteremia					
Hypertension					
Low Back Pain/Musculoskeletal					
Oncology (specify type)					
Rare Diseases					
Other: _____					

153. Do you have special services for hearing impaired, visually impaired and non-English speaking customers for **all your care management programs**? Yes____ No____ Please describe including telephonic customer service and member online services (indicate any differences by care management program if capabilities are not consistent).
154. Please provide a brief description of your care management program system platform. This is the system that your case managers use to view member information, program participation, etc. Include information about how your system supports consistent delivery of services and integration of programs.
155. Briefly describe any studies or programs that your organization has conducted similar to the Pitney Bowes program that eliminates prescription drug copays for certain chronic diseases.
156. Please complete the table below regarding member satisfaction results:

	Percent of Members Surveyed Annually for Satisfactio	2004 Results
Disease Management (in total for all diseases)		
Nurse Advice Line		
Case management		

157. Are survey results shared with clients? Yes____ No____
158. Will you conduct an annual customer services satisfaction survey for the County that encompasses all the care management services you will provide? Yes____ No____ If yes, Can it be County-specific? Yes____ No____ Can the County publish this information? Yes____ No____

Disease Management

159. Please complete the table below regarding your organization's disease management capabilities.

Program	Operational (List date it became operational)	In Development (List date it will become operational)	Delivery	List Sub-Contractor/ Partner
Arthritis	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Asthma	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Chronic Pain Management	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
CHF	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
COPD	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
CAD	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	

Program	Operational (List date it became operational)	In Development (List date it will become operational)	Delivery	List Sub-Contractor/ Partner
Depression	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Diabetes	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Gastrointestinal	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Hepatitis C	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Hypercholesteremia	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Hypertension	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Low Back Pain/ Musculoskeletal	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	

Program	Operational (List date it became operational)	In Development (List date it will become operational)	Delivery	List Sub-Contractor/ Partner
Multiple Sclerosis	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Obesity	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Oncology (specify type)	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Osteoporosis	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Preventive Care Screenings and Immunizations	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Rare Diseases	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Renal Disease	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	

Program	Operational (List date it became operational)	In Development (List date it will become operational)	Delivery	List Sub-Contractor/ Partner
Rheumatoid Arthritis	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	
Other:	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Stand Alone <input type="checkbox"/> As Co-morbidity Date: _____	<input type="checkbox"/> Internal <input type="checkbox"/> Subcontracted <input type="checkbox"/> Strategic partner	

160. How do you use data to identify and stratify participants for your program?

Data	Collection Frequency	Use in identification process	Use in stratification process
Medical Claims	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered
Rx Claims	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered
Mental Health/ Substance Abuse Claims	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered

Data	Collection Frequency	Use in identification process	Use in stratification process
Non-Occupational Disability Claims	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered
Occupational Disability Claims	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered
Health Risk Assessment Data	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered	<input type="checkbox"/> Required data – Primary identifier <input type="checkbox"/> Required data – Secondary identifier <input type="checkbox"/> Optional data <input type="checkbox"/> Not considered

161. How do you use predictive modeling technology to identify individuals who are either in the earlier stages of disease or at risk to develop the disease condition?
162. Describe your stratification approach (include process, frequency, strata levels and criteria for level, etc.). How does a participant change strata? What criteria are used? Be specific.
163. What types of active or passive engagement tools do you recommend to enhance participation? Please be specific and also provide evidence of the impact of these tools.

164. Please indicate the type and frequency of contact you have with participants for each level of disease acuity for your disease management programs.

Type of Contact	Frequency of Contact with Low Acuity							Frequency of Contact with Moderate Acuity							Frequency of Contact with High Acuity						
	NA	1X/ wk	1X/2 wks	1X/ mth	1X/ qtr	1X/ yr	Other	NA	1X/ wk	1X/2 wks	1X/ mth	1X/ qtr	1X/ yr	Other	NA	1X/ wk	1X/2 wks	1X/ mth	1X/ qtr	1X/ yr	Other
Introductory packet																					
Welcome call																					
Educational mailings																					
Outbound phone calls																					
Face-to-Face contact at home																					
Contact with patient's physician																					
Contact while in hospital																					
Satisfaction survey																					
Quality of life assessment																					
Functional capacity assessment																					
Other: _____																					

165. What variables do you currently track and evaluate for disease management programs? Check each box that applies.

	ROI*	Rx Claims	Total Medical Claims	Diagnosis -Specific Medical Claims	Absenteeism	Occ or Non-Occ Lost Time	At-Work Performance	Risk Reduction	Quality of Life	Clinical Outcomes	Functional Capacity (i.e., SF-12)	Participant Satisfaction	Physician Satisfaction
Arthritis													
Asthma													
Chronic Pain Management													
CHF													
COPD													
CAD													
Depression													
Diabetes													
Gastrointestinal													
Hepatitis C													
Hypercholesteremia													
Hypertension													
Low Back Pain/ Musculoskeletal													
Multiple Sclerosis													
Obesity													
Oncology (specify type)													
Osteoporosis													
Rare Diseases													
Renal Disease													
Rheumatoid Arthritis													
Other: _____													

*ROI – Return on Investment defined as program savings divided by program cost

166. What specific support do you provide to a participant's physician for disease management programs?

	Yes/No	How is this Facilitated?
Disease Management Orientation		<input type="checkbox"/> Print <input type="checkbox"/> Online Other:_____
Disease-specific clinical guidelines		<input type="checkbox"/> Print <input type="checkbox"/> Online Other:_____
Provider performance reports		<input type="checkbox"/> Print <input type="checkbox"/> Online Other:_____
Patient status reports		<input type="checkbox"/> Phone Call <input type="checkbox"/> Print <input type="checkbox"/> Online Other:_____
Tool kits		<input type="checkbox"/> Print <input type="checkbox"/> Online Other:_____
Direct access to your organization's Medical Director		<input type="checkbox"/> Phone call <input type="checkbox"/> Online Other:_____
Other		[List delivery type]

Case Management

167. Does your case management program currently use predictive modeling techniques to identify potential cases? Yes_____ No_____ If yes, please describe your methodology. If no, please specify when you plan to include predictive modeling in case management.
168. Complete the following table, indicating the elements used to identify potential cases for case management:

Elements	Outpatient Yes/No	Inpatient Yes/No
Specific computerized trigger diagnoses		
Length of stay	N/A	
Readmissions	N/A	
Emergency room utilization		N/A
Claims screening/dollar thresholds		

Elements	Outpatient Yes/No	Inpatient Yes/No
Pharmacy data		
Physician encounter data by diagnosis		
Laboratory/diagnostic testing results		
Utilization management nurse reviewer identification/referral		
Physician referral		
Member referral		
Health risk appraisals/health status questionnaires		
Psychosocial indicators		

169. What percentage of enrollees per year is flagged for potential case management and what percentage of enrollees per year is subsequently accepted into your case management program?

170. Do case managers utilize an automated system for documentation? Yes____ No____ If yes, indicate which of the following components of the case are documented in the system:

Components	Yes/No
Date referred/identified	
Date accepted	
Case management assessment & problem identification	
Acuity level identification	
Case management individualized plan	
Case management dates of monitoring/communication with patient, family and providers	
Case management evaluation/goal-specific outcomes monitoring	
Date of closure and reason code	
Satisfaction survey at case closure	
Reporting/cost savings analysis	

Nurse Advice Line

171. Please indicate if your organization offers the following nurse advice line capabilities.

Service	Yes/No	Comments
Decision Support (i.e., information and support on elective surgeries, preparing for planned office visits, diagnostic testing choices, treatment alternatives)		
Complex Decision Support (i.e., no definitive diagnosis made despite multiple doctor visits, multiple diseases and problems, rare diseases, physically debilitating diseases, cancer clinical trials information)		
Nurse initiated outbound calls for specified conditions or chronic use		
Printed information from nurse information database		
Pamphlets or reprints		
Information on national health resources		
Information on local health resources		
Personalized research		
Physician referral		
Audio library		
Web-based tools		
Health Information		
• Self-care book		
• Self-care algorithms		
• Lifestyle management modules		
• Disease management modules		
• Prescription and Over-the-Counter information		
• Other online tools or resources (describe)		

172. Is your nurse line capable of making “warm transfers” to other programs operated by the County? Yes____ No____

173. If you offer a Self-Care book, indicate what Self-Care book(s) you offer including the knowledge database. Please provide a copy of the Self-Care book(s).

174. Can the cover be branded with an employer logo? Yes____ No____ Indicate the cost if additional to basic fees.

175. List any foreign languages in which the book(s) are available.

176. Indicate which of the following resources are available to nurses on the nurse advice line.

Resource	Online	Offline	Not Available
Consumer-oriented summary information on the caller's disease or problem (not just Medline or other abstract services)			
Emergency protocols			
Protocols for threatened suicide or harm to others			
Triage protocols to determine the level of care required			
Questions to ask about proposed elective surgeries			
Questions to ask about proposed diagnostic testing			
Professionally oriented OTC and prescription drug information that the nurse must interpret for the caller			
Consumer-friendly OTC and prescription drug information			
Medical journal reprints			
Health education pamphlets			
Medical resources such as Medline			
MD consultation			
Generalist			
Specialist			
Pharmacist consultation			
Medical library			
Desk reference			
Provider information online - physician			
Provider information online - hospital			

177. Indicate the average online utilization per 1,000 members. Base the number on your total customers with nurse advice line services.

- a. Hits per year _____
- b. Unique users per year _____

178. What is the percent of calls by type (add to 100%)?

- a. Triage _____%
- b. Decision Support _____%
- c. Audio Library _____%

179. Does triage service routinely coach callers for key questions to ask the doctor, reporting medical history information, etc.? Yes____ No____ If yes, are the questions generic or specific?
180. Provide Web address and twelve ID numbers for your demo site.
181. Indicate how the following communication items or services are packaged (if you do not offer, enter N/A in the "basic package" column). Provide samples.

Communication Item or Service	Included in Basic Package	Available at an Additional Cost (if so, please indicate the cost)	Additional Fee to Customize for Client (if so, please indicate the cost)
Startup kit without book			
Startup kit with book			
Newsletter mailed to members' homes			
Newsletter shipped in bulk to client			
Nurse advice line			
Promotional materials			
Supplemental brochures or mailers on specific topics			
Information from client to be inserted in newsletter			
Articles provided to client to insert in their internal publications			
Outbound email (electronic informational materials)			
Postcard reminders			

182. Please provide the three most recent newsletters provided through your standard service.
183. How often are protocols, guidelines and procedures updated? Who reviews and approves protocols?
184. For the office that will handle King County's account, please provide the following service statistics:

	Standard	2004	YTD 2005
Telephone average speed of answer			
Percentage of calls abandoned			
Average waiting time			
Average call time			

185. Briefly describe how you confirm eligibility with the caller.
186. Do you have a “tickler” system in place that prompts for callbacks? Yes____ No____
If yes, please describe.
187. What percent of calls were monitored in 2004?
Inbound _____%
Outbound _____%
188. Please fill in the following table providing the outcomes clients can expect from your services.

Intention of Caller	Number of Calls Per 1,000 Members	Portion Avoided	Dollar Value You Place on these Avoided Services
Go to ER			
Go to Urgent Care			
Go to the doctor			
Have a procedure			
Health information			
Medication questions			
Benefits questions			
Other			
Total	1,000		

Communications

189. Please provide a sample EOB statement and ID card.
190. Describe your ability to support custom communication materials for King County, including any additional costs associated with customizing your standard materials.
191. Please confirm that you have the capability to produce on an annual basis a report for each employee and each spouse/domestic partner that includes, but is not limited to, the following information for the employee and their covered dependents:
- The total number of office visits, hospitalizations, radiology, chiropractic, ER visits, Inpatient Admissions that occurred over a 12-month period for the covered employee and dependents. Yes____ No____
 - The total cost the employee/member spent and the total cost that King County paid for the covered employee and dependents over a 12-month period. Yes____ No____

Managed Behavioral Health (MBH)

192. Please indicate which of the following services are offered and the date they were first offered.

Services offered	Yes/No	Date first offered (mm/yyyy)
Employee Assistance Plan (EAP) services		
MBH services		
Work/Life services		
Disability Management services		
Other, please specify		

193. For MBH services only, please indicate the number of client contracts in each of the following breakouts.

As of 12/31/2004	Direct Employer Contracts	Health Plan Contracts	Public Sector Contracts
Under 1,000 employees			
2,000 – 5,000 employees			
5,001 – 10,000 employees			
10,001 – 20,000 employees			
Over 20,000 employees			
Percentage of employer contracts that are full risk	%	%	%

194. Please indicate the annual turnover rate for each of the following positions, using the following formula:
- Numerator = # of employees who held position(s) listed in denominator from January 1 through December 31 of the Claim Year (CY) in question, plus number of open positions as of December 31 of CY in question, minus the # of positions listed in denominator.
 - Denominator = # of positions in staffing category as January 1 of CY in question
 - Example: 10 EAP coordinator positions as of 1/1/2004
12 people held the position in 2004 and there is one open position as of 12/31/2004
Turnover = $((12+1) - 10)/10 = 30$ percent

	2003	2004
Claims Representatives (administers claims payment)	%	%
Intake/Member/Customer Services Representatives (answers incoming clinical line)	%	%
Care Managers	%	%
Provider Relations	%	%
Physician Advisors	%	%

195. Indicate the minimum qualifications of any staff who would perform each of the following functions.

Answer 1-800 clinical line during business hours	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician
Answer 1-800 clinical line after hours	<input type="checkbox"/> Answering service <input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician
Make outpatient referrals	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician

Conduct outpatient concurrent review	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician
Conduct inpatient admission reviews	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician
Conduct inpatient concurrent review	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician
Issue a denial for outpatient	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician
Issue a denial for inpatient	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician
Conduct an appeal	<input type="checkbox"/> High School Graduate <input type="checkbox"/> Bachelors Degree <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Masters, Not Licensed <input type="checkbox"/> Masters, Licensed <input type="checkbox"/> PhD, Licensed <input type="checkbox"/> Physician

196. Indicate the percentage of service center staff in each of the following degree categories that have a minimum five years of experience post degree?

Registered Nurse	
Masters, not licensed	%
Masters, licensed	%
PhD, licensed	%

197. What is the ratio of covered lives, including dependents, to the following positions?

Claims Services	<input type="checkbox"/> Less than 1: 25,000 <input type="checkbox"/> 1: 25,000 – 50,000 <input type="checkbox"/> 1: 50,000 – 100,000 <input type="checkbox"/> 1: 100,000 – 150,000 <input type="checkbox"/> 1: 150,000 – 200,000 <input type="checkbox"/> 1: 200,000 – 250,000 <input type="checkbox"/> Greater than 1: 250,000 <input type="checkbox"/> Data not available
Intake Coordinators	<input type="checkbox"/> Less than 1: 25,000 <input type="checkbox"/> 1: 25,000 – 50,000 <input type="checkbox"/> 1: 50,000 – 100,000 <input type="checkbox"/> 1: 100,000 – 150,000 <input type="checkbox"/> 1: 150,000 – 200,000 <input type="checkbox"/> 1: 200,000 – 250,000 <input type="checkbox"/> Greater than 1: 250,000 <input type="checkbox"/> Data not available
Care Managers	<input type="checkbox"/> Less than 1: 25,000 <input type="checkbox"/> 1: 25,000 – 50,000 <input type="checkbox"/> 1: 50,000 – 100,000 <input type="checkbox"/> 1: 100,000 – 150,000 <input type="checkbox"/> 1: 150,000 – 200,000 <input type="checkbox"/> 1: 200,000 – 250,000 <input type="checkbox"/> Greater than 1: 250,000 <input type="checkbox"/> Data not available
Physician Advisors	<input type="checkbox"/> Less than 1: 25,000 <input type="checkbox"/> 1: 25,000 – 50,000 <input type="checkbox"/> 1: 50,000 – 100,000 <input type="checkbox"/> 1: 100,000 – 150,000 <input type="checkbox"/> 1: 150,000 – 200,000 <input type="checkbox"/> 1: 200,000 – 250,000 <input type="checkbox"/> Greater than 1: 250,000 <input type="checkbox"/> Data not available

198. Indicate how you handle outpatient referrals. Check one.
- ☐ Do not require pre-certification of outpatient
 - ☐ Self-referral process with pass through of ☐ initial visits.
 - ☐ Requires prior authorization through 1-800 number
 - ☐ Other, please specify
199. Indicate your primary approach to conducting outpatient concurrent review. Check one.
- ☐ Provider treatment plans via mail or fax with manual review
 - ☐ Provider fax scan treatment plans with automated algorithms to select cases for review
 - ☐ Provider online treatment plans, manual review
 - ☐ Provider online treatment plans, with automated algorithms to select cases for review
 - ☐ Claims algorithm to select cases for review
 - ☐ Outcomes questionnaire with automated algorithms to select cases for review
 - ☐ Other, please specify
200. What triggers an outpatient concurrent review? Check one for in-network and out-of-network.
- In-network**
- ☐ All cases are reviewed
 - ☐ Number of sessions trigger: Please indicate the average number of sessions that trigger a review.
 - ☐ Diagnosis trigger
 - ☐ Acuity trigger
 - ☐ Other, please specify
- Out-of-Network**
- ☐ No Out-Of-Network (OON) cases are reviewed
 - ☐ All OON cases are reviewed
 - ☐ Number of sessions trigger: Please indicate the average number of sessions that trigger a review.
 - ☐ Diagnosis trigger
 - ☐ Acuity trigger
 - ☐ Other, please specify

201. Please provide the goal/standard and the actual book-of-business results for appointment waiting time access for calendar year 2003 and 2004.

	2003	2004
Emergent		
Goal/Standard (hours)		
Actual Results (hours)		
Urgent		
Goal/Standard (hours)		
Actual Results (hours)		
Routine		
Goal/Standard (calendar days)		
Actual Results (calendar days)		

202. Indicate average reimbursement levels for network providers by licensure category and average per diems by level of care in the table provided below. Provide national averages and averages for King County.

Outpatient — Puget Sound Region				
Service	Physician	Registered Nurse	Ph.D.	Masters
King County	\$	\$	\$	\$
National Average	\$	\$	\$	\$

203. Please provide the average per diems by level of care for inpatient and intermediate care.

	Mental Health		Substance Abuse	
Service	Adult	Child/Adolescent	Adult	Child/Adolescent
King County				
Inpatient detoxification	\$	\$	\$	\$
Acute inpatient	\$	\$	\$	\$
Residential	\$	\$	\$	\$
Partial hospital	\$	\$	\$	\$
IOP	\$	\$	\$	\$
National Average				
Inpatient detoxification	\$	\$	\$	\$
Acute inpatient	\$	\$	\$	\$
Residential	\$	\$	\$	\$
Partial hospital	\$	\$	\$	\$
IOP	\$	\$	\$	\$

204. List the BOB results for your organization for the most recent two patient/member satisfaction surveys in the grid provided:

	2003	2004
Overall response rate	%	%
Satisfaction with referral and authorization process	%	%
Satisfaction with provider (e.g., choice and/or quality)	%	%
Overall satisfaction	%	%
Lowest rated item (please specify)	%	%

205. Please list the Behavioral Health service center locations you are proposing for King County. Include the name of the service center, the full address, telephone number, and types of services provided.
206. Will you utilize any subcontractors for the behavioral health portion of the contract with King County? Yes_____ No_____ If so, please provide the name of the subcontractor and year the relationship was established and purpose for the subcontract.
207. List the number of Government Agencies who presently contract with your organization.
208. Please complete the following table for calendar year 2004 for your proposed service center. If a second service center will answer calls after hours, please also include statistics for that service center.

2004 Call Responsiveness Statistics	Proposed Call Center	After Hours Call Center
Call Abandonment Rate		
Average Speed of Answer		

209. Provide the range of behavioral health utilization that you anticipate for this account under the current plan design found in Appendix B and under a full parity plan design.

Level of Care	Range of Utilization	
	Current Design	Full Parity
Outpatient Visits/1,000 members**		
Outpatient Average Length of Stay (ALOS)		
Intermediate Days/1,000 members**		
Intermediate ALOS		
Inpatient Admissions/1,000 members**		

Level of Care	Range of Utilization	
Inpatient Days/1,000 members**		
Inpatient ALOS		

****Members including dependents**

210. Please indicate which of the following services for Behavioral Health care are included in your quote:

Service Type Included in Quote	Yes/No
Inpatient Utilization Management	
Outpatient Utilization Management	
High Risk Care Management	
Ambulatory Follow-up at seven days post discharge	
Ambulatory Follow-up at 30 days post discharge	
Urgent Outpatient appointment follow-up	

211. Describe Behavioral Health - Medical integration programs you have instituted for specific diagnoses. Include the following, separately, for each program you describe.

- The name of the program
- How you identify cases for inclusion in the program including:
 - The target diagnoses covered under the program
 - The referral portals by which members can be referred (e.g., Primary Care Physician (PCP) referral, claims-based clinical algorithms, targeted screening with nurseline/medical/other vendor, HRA, etc.)
 - Your criteria including International Classification of Diseases (ICD)-9 codes, Current Procedure Terminology (CPT) codes, events and other data used to screen potential participants for each disease condition.
- Describe any risk stratification protocols
- Describe your stratification approach; include process, frequency, strata levels, and criteria for level, etc.
- How does a participant change strata? Be specific, including what criteria are used
- Describe protocols you have for interfacing with the employer's medical/disease management vendors around management of co-morbid behavioral health conditions in at risk medical populations. Discuss:
 - Screening and referral protocols, and
 - Care coordination and/or integrated coaching protocols.

- g. What are your clinical interventions with program participants for each stratification category listed in b? At a minimum, address each of the following in terms of the actual protocols and the stratification category to which they apply.

Clinical Intervention	Currently Offered? Yes/No	Delivery Method (choose from the following) Direct Mail Electronic Mail Telephone (inbound) Telephone (outbound) Face-to-Face Provider Education	Frequency of Contact	For Which Strata?
General Education				
Self-Management				
Compliance Management				
Lifestyle Change				
Condition-Specific Practice Guidelines				
Provider Performance Report Cards				
Care Coordination Protocols with Treating Medical Providers				
Care Coordination Protocols with Treating BH Specialist Providers				
Other				

212. Provide information on your experience with this program. Include:
- The date the program was first implemented with an account
 - The number of clients with whom you have implemented the program
 - The number of employee or member (please specify) covered lives (i) since the initial implementation date and (ii) in 2004

- d. The number of individuals referred to the program (i) since the initial implementation date and (ii) in 2004
 - e. The number of participants (accepted referral) in the program (i) since the initial implementation date and (ii) in 2004
 - f. The percentage of participants who completed the program (i) since the initial implementation date and (ii) in 2004
 - g. Statistics on the impact of these programs on outcomes and/or cost
213. Please describe any care management processes you have instituted to coordinate with external pharmacy programs to manage pharmacy costs and quality. Include:
- a. How you access pharmacy data
 - b. What drug classes are the focus of your interventions
 - c. What interventions you utilize with members to impact compliance (e.g., member education vs. compliance management). Be specific, including if the outreach is done via mailings or telephone, the frequency of the interventions, etc.
 - d. What interventions you utilize with practitioners to impact prescribing patterns (e.g., prescriber education, report cards, etc.). Be specific, including if the education is done via mass mailings, targeted mailings, or targeted telephone outreach, the frequency of the interventions, etc.
 - e. The number of clients with whom you have implemented the program
 - f. Statistics on the impact of these programs on outcomes and/or cost.

Network Access

For your PPO network, please respond to all questions in this section for the following key locations where applicable, unless otherwise noted:

Key Locations	Enrollment (Actives & Pre-65)	Three-digit ZIP codes
Auburn, Bellevue, Federal Way, Renton, Kent, etc.	4,304	980
Seattle, Shoreline, etc.	4,247	981
Everett, Monroe, Snohomish, etc.	520	982
Puyallup, Sumner, etc.	683	983
Tacoma, Lakewood, etc.	334	984

214. Please provide the total number of the following providers with whom you have contracts for the networks that service the key locations as identified below.

Type	980	981	982	983	984
Total Number of Network Providers					
PCP*					
Pediatricians					
OB/GYN					
Specialists					
Naturopaths					

Type	980	981	982	983	984
Hospitals					
Total Number of Network Providers Accepting New Patients					
PCP*					
Pediatricians					
OB/GYN					
Specialists					
Naturopaths					
Hospitals					

* PCP: General Practitioner/Family Practice, Internist

215. Indicate how many of each of the following behavioral health providers are included in your network for the ZIP codes listed above. Count each individual practitioner only once; do not count single practitioners with multiple tax ID numbers (TINs) or multiple office locations more than once. If a provider has dual degrees, enter them into each degree category but remove duplication in the total count.

Network	MD	RNs	Psychologists (PhD, PsyD, EdD)	Certified Employee Assistance Professionals (CEAP)	Masters- Prepared Clinicians (LCSW, LMFT, etc.)	Total (Undup)
ZIP codes 980, 981, 982, 983 and 984						

216. Provide an analysis based on the following criteria using the census data provided (**Appendix E - GeoAccessCensus.xls**). Include all records on the census (i.e., the number of urban/suburban records added to the number of rural records should equal the total number of records on the file). ZIP codes that are not in your service area **must** be included in your analyses.

- Your response should be one report file with the following sections repeated for each provider type:
 - (1) Title Page
 - (2) Accessibility Summary: Urban Employees **with** Access
 - (3) Accessibility Summary: Urban Employees **without** Access
 - (4) Accessibility Summary: Suburban Employees **with** Access
 - (5) Accessibility Summary: Suburban Employees **without** Access
 - (6) Accessibility Summary: Rural Employees **with** Access
 - (7) Accessibility Summary: Rural Employees **without** Access
- The above seven sections should be repeated for each of the following provider types; primary care physicians, OB/GYN, pediatricians, specialists and hospitals
- Please do not provide maps or other pages not requested above (e.g., do not provide summaries by county or city)

- d. Please identify the number of and percentage of King County employees that meet the following
- e. access criteria:

Provider Type	Urban Employees	Suburban Employees	Rural Employees
Primary Care	2 within 5 miles	2 within 7 miles	1 within 15 miles
OB/GYNs	2 within 5 miles	2 within 7 miles	1 within 15 miles
Pediatricians	2 within 5 miles	2 within 7 miles	1 within 15 miles
Specialists	2 within 5 miles	2 within 7 miles	1 within 15 miles
Hospitals	1 within 5 miles	1 within 10 miles	1 within 30 miles

Please use the following definitions of Urban, Suburban, and Rural (as determined by the U.S. Postal Service):

- **Urban:** greater than 3,000 persons per square mile
 - **Suburban:** between 1,000 and 3,000 persons per square mile
 - **Rural:** less than 1,000 persons per square mile
- f. Results should be based on provider access points, not on unique providers (i.e., if a provider has more than one office location meeting the access requirements, each separate location should be counted as a provider meeting the requirements).
- g. For determining access by ZIP code, the access radius should be centered at the population center of the area, not the geographic center. Access should be based on driving distance, not using an "as the crow flies" methodology.
- h. Exclude closed practices from your analysis.
- i. PCPs include: general practitioners/family practice and internists.
- j. Response Format - provide a report based on both your high performance provider network and your general network. In addition, please complete the summary tables below:

Standard Network Providers

Provider Type	Urban		Suburban		Rural	
	% of Employees (Ees) with Access	Total Providers Meeting Access Requirement	% of Ees with Access	Total Providers Meeting Access Requirement	% of Ees with Access	Total Providers Meeting Access Requirement
Primary Care	%		%		%	
OB/GYNs	%		%		%	
Pediatricians	%		%		%	
Specialists	%		%		%	
Hospitals	%		%		%	
Total	%		%		%	

High Performance Network Providers

	Urban		Suburban		Rural	
Provider Type	% of Ees with Access	Total Providers Meeting Access Requirement	% of Ees with Access	Total Providers Meeting Access Requirement	% of Ees with Access	Total Providers Meeting Access Requirement
Primary Care	%		%		%	
OB/GYNs	%		%		%	
Pediatricians	%		%		%	
Specialists	%		%		%	
Hospitals	%		%		%	
Total	%		%		%	

217. Behavioral Health GeoAccess: Provide geographic access reports **based on the census data provided (Appendix E - GeoAccessCensus.xls)** that indicate the number of King County employees whose residential ZIP code complies with the following access standards. Please provide the detailed geographic access reports only for those ZIP codes that do not meet the standards described below:

- a. Two professional practitioners within 20 miles (Urban/Suburban)
- b. Two professional practitioners within 45 miles (Rural)
- c. Two acute care facilities within 30 miles (Urban/Suburban)
- d. Two acute care facilities within 60 miles (Rural).

Provider Disruption

218. Provider Disruption Analysis

This analysis is broken up into two components: hospital and physician providers. The goal of the analysis is to ascertain the relative level of disruption that King County employees would experience in the event that a different carrier was selected. Detailed instructions for each segment of the analysis are included below.

We have included an Excel file, "Exhibit A - King County Disruption Analysis Shell.xls" that must be used to complete the following tables.

- a. On the sheet labeled "Hospitals," you will find a data table to be filled out. For each hospital provider listed, indicate with a "Y" or an "N" whether that provider is a member of your PPO network and then whether that provider is part of a shared savings arrangement (as applicable). Please be sure to enter information for all hospitals included.
- b. On the sheet labeled "Physicians," you will find a data table to be filled out. For each provider listed, indicate with a "Y" or an "N" whether that provider is a member of your PPO network and then whether that provider is part of a shared savings arrangement (as applicable). Please be sure to enter information for all physicians included.

Provider Discounts

219. Provider Discount Analysis

This analysis is broken up into three components: inpatient facility, physician, and other outpatient services. The goal of the analysis is to ascertain the relative level of provider discounts negotiated by the carriers for services utilized by and in locations containing King County employees. The analysis focuses on the top five three-digit ZIP code regions ranked

by total covered employees, as listed in the table above. Detailed instructions for each segment of the analysis are included below.

We have included an Excel file, "Exhibit B - King County Discount Analysis Shell.xls" that must be used to complete the following tables.

- a. Please provide the requested data on the sheet labeled "IP Hospital" in the "Exhibit B - King County Discount Analysis Shell.xls" Excel file. We have listed the top ten hospital facilities (ranked by covered charges). For each DRG listed, please enter your PPO book-of-business total eligible charges for the past 12 months (8/2004 through 7/2005) for PPO providers (including those providers with whom you have negotiated a shared savings agreement) before and after the application of discounts for the specified hospitals combined. In the event that not all hospitals specifically listed are in your network, indicate which are network hospitals and which are not. Then, in the next table please enter the same data for the same time period for the rest of your network hospitals in the specified three-digit ZIP code prefix areas combined. In the event that your negotiated discounts are on a per diem basis, we have also provided admission and days of care information for each DRG so that you may convert your book-of-business discount data to a DRG-specific format.
- b. Please provide the requested data on the sheet labeled "Physician CPT" in the "Exhibit B - King County Discount Analysis Shell.xls" Excel file. We have requested data for the top five three-digit ZIP code prefix areas. For each CPT listed, please enter your PPO book-of-business total eligible charges for the past 12 months (8/2004 through 7/2005) for PPO providers (including those providers with whom you have negotiated a shared savings agreement) before and after the application of discounts for the specified geographic region. Please be sure to enter information for all five geographic regions included.
- c. Please provide the requested data on the sheet labeled "Other OP Services" in the "Exhibit B - King County Discount Analysis Shell.xls" Excel file. We have again requested data for the top five three-digit ZIP code prefix areas. For each service type listed, please enter your PPO book-of-business total eligible charges for the past 12 months (8/2004 through 7/2005) for PPO providers (including those providers with whom you have negotiated a shared savings agreement) before and after the application of discounts for the specified geographic region. Please be sure to enter information for all five geographic regions included.
- d. Please provide the requested data on the sheet labeled "Average Discounts" in the "Exhibit B - King County Discount Analysis Shell.xls" Excel file. We have again requested data for the top five three-digit ZIP code prefix areas. For each service category listed, please enter your PPO book-of-business total eligible charges for the past 12 months (8/2004 through 7/2005) for PPO providers (including those providers with whom you have negotiated a shared savings agreement) before and after the application of discounts for the specified geographic region. Please be sure to enter information for all five geographic regions included.

Reporting and Metrics

220. Briefly describe the reporting package included in your basic fees for King County. Do not include any reports in your response to this question if not included in the basic fees. Include the following in your description:

- (1) Reports for eligibility, claim payment status, claims data reports, utilization reports, banking reports, behavioral health, care management and high performance provider network

(2) Frequency of reports

221. Briefly describe the optional reports that are available that are not included in your basic fees for King County.
222. For online reports, how many months of data are available for customers to run reports? Indicate if there are any time limitations (i.e., current month's data only available for limited time).

223. Care management reports should include reports for case management, utilization management, disease management (by disease condition), and nurse advice line programs, etc. Please indicate in the table below what measurement criteria you currently measure, are in development or not measured. Indicate your improvement in measures and indicate by measurement criteria whether it is County-specific or book-of-business.

Intervention	Metrics	Measurement Status (pick one) Currently Measured/ In Development/ Not Measured	King County or BOB Specific	Estimated Improvement in Measures for Year 1, Year 2 and Year 3
Self-care/Nurse Advice Line	Percent of population that contacts the service by topic of inquiry and by modality (telephone, internet)			
	Initial intention of the contact (e.g. ER visit) and % redirected (e.g., 24 hours delay before doctor visit)			
	Percent of contacts that received follow-up contact			
	Satisfaction with the service, advice, content, call			
	Self-reported reduction in inappropriate utilization			
	ROI from redirection			
Decision Support	Surgery rates/1000 (particularly for preference-sensitive services such as transurethral resection of the prostate, hysterectomy, etc)			
	Percentage of relevant eligibles using the services			
	Savings based on Dartmouth methodology			
Disease Management	Participation: actively engaged; moderately engaged; receive information			
	Clinical Improvement: Metrics depend on disease; clinical improvement as well as compliance (see "Specific Disease Metrics" below)			
	Satisfaction			
	Savings: Cost reduction across all population with targeted disease			
Case Management	Percent of eligibles under case management			
	Number of readmissions within one year			

Intervention	Metrics	Measurement Status (pick one) Currently Measured/ In Development/ Not Measured	King County or BOB Specific	Estimated Improvement in Measures for Year 1, Year 2 and Year 3
	Satisfaction			
	Savings per case or overall savings			
Utilization Management / Hospitals	Admits/1000 (case mix adjusted meet Milliman moderately managed)			
	ALOS			
	Bed days/1000 (case mix adjusted meet Milliman moderately managed)			
	Number and percent of 24 hour admits			
	Number and percent of readmissions within 60 days			
	Percent of diverted admissions (H)			
	Percent of total Per Employee Per Month (PEPM) for inpatient care (trend adjusted) (H)			
	Savings from decrease in percent of total PMPM for inpatient care less offset cost for ambulatory increases			
Asthma	Hospital Admissions: Number/1000 asthma patients with hospital admissions for asthma			
	Inhaled corticosteroids use for uncontrolled asthma: Percentage of uncontrolled asthma members with one dispensed inhaled corticosteroid within 30 days of identification			
	Smoking Quit Rate: Percentage of asthma members who reported smoking at the beginning of the measurement period who at the time of measurement had quit smoking			
	Flu Vaccination: Percentage of all asthma members who received a flu vaccination within the last twelve months			

Intervention	Metrics	Measurement Status (pick one) Currently Measured/ In Development/ Not Measured	King County or BOB Specific	Estimated Improvement in Measures for Year 1, Year 2 and Year 3
	Appropriate use of long-term control medication: Percentage of asthma patients with at least one dispensed prescription for inhaled corticosteroids, nedocromil, cromolyn sodium, leukotriene modifiers, or methylxanthines in the measurement year			
	Emergency Room (ER) visit: Percentage of asthma members with an ER visit for asthma in the past twelve months			
Coronary Artery Disease (CAD)	Beta Blocker Post MI: Percentage of CAD members post MI taking BB			
	Low-density Lipoprotein (LDL) Target Level: Percentage of members with CAD at target LDL <100 mg/dL			
	BP at Target: Percentage of CAD members with BP <130/85			
	Antiplatelet Therapy: Percentage of CAD members taking aspirin or Antiplatelet drug			
	LDL screening: Percentage of CAD members with LDL screening performed on or between 60 and 365 days after discharge for an acute cardiovascular event			
	Smoking cessation counseling: Percentage of CAD members who were either recent quitters or current smokers who were seen by a practitioner and had received advice to quit smoking			
	Flu and pneumococcal vaccination: Percentage of CAD members who received a flu vaccination within the last 12 months and who have ever received a pneumococcal vaccine			

Intervention	Metrics	Measurement Status (pick one) Currently Measured/ In Development/ Not Measured	King County or BOB Specific	Estimated Improvement in Measures for Year 1, Year 2 and Year 3
CHF	ACE Inhibitors: Percentage of members with heart failure taking ACE inhibitors or in ACE-intolerant patients taking ARBs or hydralazine/isosorbide			
	Beta Blocker: Percentage of members with heart failure taking a beta blocker			
	Blood pressure at Target: Percentage of Congestive Heart Failure members with Blood pressure <130/85			
	Antiplatelet Therapy: Percentage of CHF members taking aspirin, other antiplatelet medication or anticoagulant			
	Ventricular function: Percentage of members with heart failure having left ventricular function documented			
	Pneumococcal vaccination: Percentage of CHF members who have ever received a pneumococcal vaccine			
	Compliance with daily weights, sodium restriction, medication regimen ER visits: rate per 1000 CHF patients of ER visits with heart failure as primary diagnosis or for pulmonary edema			
Diabetes	Foot exam: Percentage of members that completed one foot exam using monofilament, palpation of pulses and visual exam in the measurement year			
	ACE Inhibitors: Percentage of diabetes members with microalbuminuria or clinical albuminuria taking ACE inhibitors or Angiotensin II Receptor Blocker			
	A1C Level at Target: Percentage of diabetes members with an A1C level <=7.0% in the past year			

Intervention	Metrics	Measurement Status (pick one) Currently Measured/ In Development/ Not Measured	King County or BOB Specific	Estimated Improvement in Measures for Year 1, Year 2 and Year 3
	LDL cholesterol level at target: Percentage of diabetic members at target LDL <100 mg/dL			
	Blood pressure at Target: Percentage of diabetic members with Blood pressure <130/85			
	Dilated Retinal Exam: Percentage of members with diabetes that had one exam in the measurement year			
	Microalbumin: Percentage of diabetic members that had one screening test in the measurement year or receiving treatment for existing nephropathy			
	Percentage of diabetic members >30 taking an aspirin each day			
	Pneumococcal vaccination: Percentage of CHF members who have ever received a pneumococcal vaccine			

224. Please provide your book-of-business Return-on-Investment for your care management programs by program listed below for 2004 and for 2005 YTD.

Care Management Interventions	Do you currently measure the ROI for this intervention? Yes/No	2004	YTD 2005
Self-care/Nurse Line/Decision Support			
Disease Management			
Catastrophic Case Management/UR			

225. Please describe your ROI estimation methodology for the care management programs listed in the table above.

226. If proposing any other programs, please provide the ROI results.

Financial Proposal

Instructions

- Provide all fees on a per-employee-per-month (PEPM) basis, not on a per *participant* per month (PPPM) basis. If your standard fees are usually offered on a PPPM basis, please convert to a PEPM basis based on your book-of-business frequency and prevalence statistics, adjusted as necessary for differences in King County's demographics and industry classification. Any fee guarantees must be on a per employee per month basis.
- Offer a financial proposal that is not contingent on being awarded the pharmacy administration business that is currently being bid by King County.
- The proposed plan designs are included in Appendix B.
- Provide a quote on a mature basis for all years.
- Do not include commissions.
- Three-year fee guarantees/commitments are required for all services.
- All fees should exclude prescription drugs.
- All fees should exclude print copies of provider directories.
- Please indicate the services that are included in your fees and those services for which there are additional costs.

227. Please indicate the per employee per month (PEPM) amount you will charge for administration services:

ASO and Network Services	Year 1	Year 2	Year 3
ASO			
Network Access			
Utilization Management			
Basic Case Management			
Fiduciary Services			
Behavioral Health			
HIPAA Certificates			
Reporting (for proposed reporting package)			
Total			

228. Indicate your fees for ad hoc reports that exceed the limitation in basic services.

229. Please indicate the per employee per month (PEPM) amount you will charge for the following services:

High Performance Provider Network	Year 1	Year 2	Year 3
HPP Access ²			
Reporting			
Total			

Case Management Programs	Year 1	Year 2	Year 3
Catastrophic Case Management			
End of Life Care			
Maternity/Pre-natal Care Management (High Risk)			
Neonatal Care Management Special care management for IVF recipients			
Other case management (please describe)			
Reporting Fee			
Total			

Nurse Line Program	Year 1	Year 2	Year 3
24/7 Nurse Line Fee			
24/7 Second Opinion/ Discretionary Care Decision Support Fee			
Self-Care Book			
Health Website Access			

² HPP fee should be in addition to Network Access Fee listed in the ASO fee table

Nurse Line Program	Year 1	Year 2	Year 3
Reporting			
Total			

Disease Management Program	Year 1	Year 2	Year 3
Arthritis			
Asthma			
Chronic Pain Management			
CHF			
COPD			
CAD			
Depression			
Diabetes			
Gastrointestinal			
Hepatitis C			
Hypercholesteremia			
Hypertension			
Low Back Pain/Musculoskeletal			
Multiple Sclerosis			
Obesity			
Oncology (specify Breast, Lung, and Prostate...)			
Osteoporosis			
Rare Diseases			
Renal Disease			
Rheumatoid Arthritis			
Other: (Please specify)			
Total Fees			

Data Integration*	Year 1	Year 2	Year 3
Receive prescription drug claims data			
Receive targeted behavior modification participation data			
Send disease management program participation data to health risk assessment data			

* Assume a weekly frequency for the data integration

230. Describe any rating caveats or assumptions associated with your quoted fees.
231. Specifically identify any other additional fees.
232. With a mature Year 1 ASO fee proposal, we expect that there will be no additional charge for the administration of run-out claims in the event of future plan termination. Please confirm that this is the case with your fee proposal. Yes_____ No_____
233. If you are willing to fund pre-implementation testing, please specify the dollar amount as well as the scope of testing you are willing to accommodate.
234. Please identify and detail any shared savings, discount, or re-pricing programs available to King County to lower the cost of non-network and out-of-area claims. Please also detail any and all fees associated with such services and an estimate of the additional savings these programs would represent.

Performance Guarantees

235. Indicate in the table below how much in fees your organization is willing to put at risk for implementation and ongoing administration services. Quote on a percent of administration fees.

	2007	2008	2009
Implementation	\$	N/A	N/A
Ongoing	%	%	%
Total	\$ (implementation) % (ongoing)	%	%

236. The following table summarizes the proposed performance guarantees and requirements. Please indicate if you can meet the performance guarantee, how much you will put at risk for each standard and if the standard will be based on County-specific measurements. If no, indicate if you have a different measurement you are willing to propose.

Performance Guarantee Standards	Recommended Standard / Definition	Penalty Frequency	Comply Yes/No	Percent Fees At Risk	County Specific Yes/No
Claims Processing Accuracy: 95.0%	The percentage of audited claims processed accurately. Calculated as the total number of audited claims minus the number of claims processed with error, divided by the total number of audited claims. Error definition includes any type of error (coding, procedural, system, payment, etc.), whether a payment or non-payment error. Each type of error is counted as one full error and no more than one error can be assigned to one claim.	Quarterly		%	
Financial Payment (Dollar) Accuracy: 99.0%	The percentage of audited claim dollars paid accurately. Calculated as the total audited "paid" dollars minus the absolute value of over- and underpayments, divided by total audited paid dollars.	Quarterly		%	
Payment Incidence Accuracy: 97.0%	The percentage of audited claims processed without payment error. Calculated as the total number of audited claims (pays and no pays) minus the number of claims processed with payment error, divided by the total number of audited claims. Error is defined as any error, regardless of cause (e.g., coding, procedural, system) that results in an overpayment or an underpayment. Each type of error is counted as one full error and no more than one error can be assigned to one claim.	Quarterly		%	

Performance Guarantee Standards	Recommended Standard / Definition	Penalty Frequency	Comply Yes/No	Percent Fees At Risk	County Specific Yes/No
Percent within 12 calendar days: 85% of "all" claims in 12 calendar days	Turnaround time is measured from the date a claim is received by the administrator (either via paper or electronic data interchange) to the date it is processed for payment, denied, or pending for external information.	Quarterly		%	
Call Response Time: 85% of calls answered within 30 seconds or less	<p>The percent of all members who wait 30 seconds or less to speak with first available customer service representative (CSR). The measurement starts when the member selects option to speak with first available CSR and is placed in queue, and ends with answer by a live CSR. If call is not answered within 30 seconds, then "wait" time for calls that are subsequently abandoned should also be included in measurement.</p> <p>If a plan does not have an automated system, the measurement starts when the call has been received by the plan and ends when a CSR has answered it or, if after 30 seconds, call is abandoned.</p> <p>Note: Calls that are answered by automated responses (e.g., claim status, eligibility) should <u>not</u> be included in measurement.</p> <p>Before setting standard, vendors should specify how they calculate to determine if changes may be necessary or standard modified accordingly.</p>	Quarterly		%	

Performance Guarantee Standards	Recommended Standard / Definition	Penalty Frequency	Comply Yes/No	Percent Fees At Risk	County Specific Yes/No
Call Abandonment Rate: ≤ 3%	<p>Percentage of calls that reach the vendor and are placed in member services queue, but are not answered because caller hangs up before a CSR becomes available. Any calls that abandon within ten seconds of being placed in queue need not be counted. Calculated as the number of calls in member services queue that are abandoned divided by number of calls placed in queue.</p> <p>Note: Calls that are answered by automated responses (e.g., claim status, eligibility) should <u>not</u> be included in measurement (i.e., added to the count of calls that reach facility and are placed in queue).</p> <p>Before setting standard, vendors should specify how they calculate to determine if changes may be necessary or standard modified accordingly.</p>	Quarterly		%	
First Call Resolution: 90% of calls resolved in 1st call	Percentage of calls that reach the CSR and are resolved in first call. No call back from CSR required, employee does not have to follow-up with CSR on issue.	Quarterly		%	
Account Management: Satisfactory or greater	<p>Average score of satisfactory or better on scorecard elements.</p> <p>Scorecard completed by King County.</p>	Annual		%	
Identification Cards: 99% of ID cards sent within five business days of receipt of eligibility tape	99% of ID cards sent within five business days of receipt of eligibility tape.	Annual		%	

Performance Guarantee Standards	Recommended Standard / Definition	Penalty Frequency	Comply Yes/No	Percent Fees At Risk	County Specific Yes/No
Client Specific Member Satisfaction Survey: Score of 90%	Based on the results of the vendor's annual survey to King County's plan participants with at least 200 respondents. Measured as the number of "satisfied" to "highly satisfied" survey ratings divided by the total number of survey responses.	Annual		%	
Other? Please specify				%	
Total				%	

237. Define an implementation guarantee as outlined below:

Implementation	Guarantee
Measured by vendor's ability to complete four (4) mutually accepted key milestones in an accurate and timely manner according to the vendor's detailed implementation project plan.	Y/N
Conditions or Exceptions	Y/N (if Yes, please explain)
Total Amount at Risk	\$_____

238. Indicate in the table below if your organization is willing to put fees at risk and how much for the care management programs.

Care Management Interventions	Are you willing to guarantee a ROI for this intervention? Yes/No	If yes, please specify the guaranteed ROI for Year 1, 2, and 3; any assumptions affecting the guaranteed ROI such as consumer incentives; any variations based on employer size or any other factor
Self-care/Nurse Line/Decision Support		
Disease Management		
Catastrophic Case Management/UR		

239. Indicate any other fees your organization is willing to put at risk for the care management programs including claim cost reductions and clinical/patient satisfaction outcomes. Please describe the risk arrangement you propose to clients.

240. Are you willing to put fees at risk for your HPP Network.? Yes_____ No _____ If yes, please indicate the amount and describe the guarantees.

8.3 Appendix A - King County Health Reform Initiative

King County is facing an urgent need to effectively contain the rise in employee health care costs. The County's benefits budget, without intervention, is expected to increase at a rate of 11% or more per year for at least the next five years. That is an increase in spending from the current level \$144 million in 2005 to \$219 million in 2009. The County is not alone in this experience--double digit inflation in health care costs has plagued employers locally, regionally and nationally for a decade and industry projections indicate the general trend will continue. This level of increase is unsupportable in the long term and will result in a financial crisis for the County if nothing is done to address the problem.

Health Advisory Task Force

In December 2003, King County Executive Ron Sims convened a broad-based leadership group, the King County Health Advisory Task Force (HAT Force), to develop an integrated short- and long-term strategy to address systemic problems underlying increasing concerns regarding health care costs, quality and delivery in the Puget Sound region. The HAT Force produced two reports that were reviewed by the Council and adopted in Motions 11890 and 12023. The report adopted by Motion 12023 dealt with regional strategies. However, that report also included a lengthy discussion of implementing workplace-based health promotion and Disease Management programs. The report adopted by Motion 11890 dealt with the County's internal strategies for managing employee health benefits. In summary, the HAT Force recommended that the County focus on reducing the "demand side" of health care by moving employees and family members with higher risk to lower risk, keeping those with lower risk healthy, and teaching consumers how to make more effective health care choices. Key action steps suggested by the HAT Force reports included:

- a. Use employee surveys and focus groups to determine the most relevant and effective health communication programs for employees and their families;
- b. Conduct an analysis of the County's health care utilization data to determine areas of intervention that will have the greatest predicted impact on decreasing health care costs; and
- c. Create health benefit designs that motivate employees and their families to choose recognized quality providers, actively participate with their providers in their own health care decisions, participate in wellness and prevention activities and manage chronic health conditions.

The County has acted on all three of the HAT Force action recommendations related to King County benefits.

Additionally, the report recommended the formation of a public/private regional collaborative effort committed to system-wide transformation aimed at improving the quality of care and controlling health costs in the four-county region of King, Kitsap, Pierce and Snohomish Counties. The result was the formation of the Puget Sound Health Alliance. The Puget Sound Health Alliance is comprised of health care professionals, large and small businesses and governments who purchase health care, health plans and consumers to address better ways of providing and receiving quality health care.

Employee Survey and Focus Groups

First, the County conducted an employee survey and focus groups in the spring of 2004 to determine the current level of understanding, attitudes, and readiness for change related to 1) the health care crisis, 2) issues around choosing health care plans, 3) using health care

services and 4) managing personal health care. Response from employees was significant, with over 37 percent responding to the survey, and more than 115 employees participating in 15 focus groups. (Employee surveys are considered by researchers to be valid with an 18 percent return, and highly successful with a 25 percent return.) One of the strongest themes that emerged from the survey was employees' desire for website access for employees and family members that would assist them (among other things) to learn about general health issues, decide on plans that best fit their needs, obtain information on quality providers and enroll in their benefits. Employees also indicated very strong interest in having access to nurse advice lines and online Web health information databases, and in participating in Disease Management programs.

An equally important theme expressed in the survey and focus groups was employees' concern that their personal health information must be kept absolutely confidential in accordance with HIPAA (Health Information Portability and Accountability Act) and not be released directly to their employer, King County.

Health and Productivity Analysis

Second, in July, 2004, King County hired Mercer Human Resources Consulting to 1) conduct a detailed health and productivity analysis on the County's actual health care utilization in both the KingCare (PPO) and Group Health (HMO) plans and, 2) develop predictive modeling to determine programs that will contribute to significant reduction in the rate of health care cost growth and show a good return on investment. The analysis showed that five percent of members in the KingCare plan had health conditions that accounted for 58 percent of the total costs in the plan, and 20 percent accounted for 83 percent of all costs, with very similar results for the Group Health population. The report found that cancers and heart disease were leading diagnoses among members with the most expensive claims, while low back pain, reported depression, asthma and diabetes caused the highest number of claims for the rest of the population. The report also predicted that high stress, high body mass index, tobacco use and high blood pressure are prevalent in the County population and are significant contributors to future chronic disease and cost. As a result of these findings, Mercer recommended that the County implement the following programs to control its overall health care costs and improve the health and productivity of its employees:

- a. Case management (telephone outreach to members needing hospital or other specialized care)
- b. Disease prevention/early detection programs (disease-specific screening, clinically developed models that predict when and how risk factors are most likely to become a full-blown chronic condition)
- c. Chronic Disease Management programs for asthma, diabetes, coronary artery disease, chronic heart failure, depression and low back pain
- d. Nurse advice line and patient access to health/health care information databases
- e. Provider best practices (target providers to improve efficiency and quality of service)
- f. Health Risk Assessment (tool used to determine an individual's specific risk of developing chronic disease and the individual's readiness to make lifestyle changes that reduce that level of risk)

- g. Targeted health behavior change (individually tailored messaging to provide specific next steps to individuals seeking to make lifestyle changes as a result of a Health Risk Assessment)

Health Reform Initiative Policy Direction

Third, the County's Health Reform Initiative Policy Committee, comprised of senior members of the executive's office and key department directors, developed a set of policy directions to be used in designing and negotiating the benefit plans with the Joint Labor Management Insurance Committee (JLMIC)³. These policy directions, which take into consideration the HAT Force recommendations, all of the research and recommendations from the original internal benefits committee⁴, the employee surveys, and the health and productivity analysis, include:

- a. Improve the health of County employees and their families;
- b. Reduce the rate of growth of medical plan costs by one-third (this equates to approximately \$40 million for the 2007 – 2009 benefit plan years);
- c. Avoid County-mandated premium share;
- d. Allow flexibility to address emerging innovation in either vendor or community-based programs;
- e. Be consistent with all HAT Force recommendations; and
- f. Be administratively feasible.

Consistent with these directions and goals, the County has negotiated the *Healthy Incentives* benefits framework for 2007-2009 with the JLMIC. The *Healthy Incentives* framework is designed to achieve the one-third reduction in trend over the 2007 – 2009 benefits period through Disease Management, expanded case management and high performance specialist network programs, Health Risk Assessment and Targeted Behavior Modification, and other minor changes in the out-of-pocket cost-sharing.

³ Because the County is highly unionized (87%) and has 97 separate bargaining units, benefits are bargained in coalition in three-year cycles through the Joint Labor Management Insurance Committee.

⁴ Early in 2003, a group consisting of benefits experts from inside county government was assembled to determine how King County could achieve real, significant and lasting cost containment through both short-term savings and long-term reform in its own system. This internal team conducted a focused research effort to seek best practice approaches from research institutes as well as actual applications.

Appendix B - Medical Plan Design Summary

The proposed 1/1/07 plan design is summarized in the table below. Please see Appendix B1– Benefit Booklet.pdf and Appendix B2 – Summary of Material Modifications.pdf for descriptions of the current medical plan designs. Note: Plan design changes that will be made for 2006 are not reflected in this information.

Summary of 2007 King County Medical Plans

Feature/Covered Expense	KingCare Bronze	KingCare Silver	KingCare Gold	LEOFF 1 Retirees
Annual deductible	\$500/person, \$1,500/family	\$250/person, \$750/family	\$100/person, \$300/family	None
Deductible Carryover	Deductible amounts applied to charges incurred in the last 3 months of the calendar year are carried over and applied to the next year's deductible		N/A	
Office Visit Copay	No copays, but you pay coinsurance	No copays, but you pay coinsurance	No copays, but you pay coinsurance	None
Emergency Room Copay	You pay \$100 (waived if admitted)	You pay \$100 (waived if admitted)	You pay \$100 (waived if admitted)	None
Inpatient Hospital Copay	No copays, but you pay coinsurance	No copays, but you pay coinsurance	No copays, but you pay coinsurance	None
After the deductible/copays, the plans pay most covered services at these levels until you reach the annual out-of-pocket maximum	80% network medical claims (you pay 20% coinsurance) 60% non-network medical claims (you pay 40% coinsurance)	80% network medical claims (you pay 20% coinsurance) 60% non-network medical claims (you pay 40% coinsurance)	90% network medical claims (you pay 10% coinsurance) 70% non-network medical claims (you pay 30% coinsurance)	100% network medical claims 100% R&C for non-network medical claims
Annual out-of-pocket maximum	\$1,200/person, \$2,400/family network (plus deductible) \$2,000/person, \$4,000/family non-network (plus deductible)	\$1,200/person, \$2,400/family network (plus deductible) \$2,000/person, \$4,000/family non-network (plus deductible)	\$800/person, \$1,600/family network (plus deductible) \$1,600/person, \$3,200/family non-network (plus deductible)	N/A
After you reach the out-of-pocket maximum, most benefits are paid for the rest of the calendar year at this level	100% network	100% network	100% network	N/A
Lifetime maximum	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000

8.4 Appendix C - King County Business Associate Agreement

Please see Appendix C – KC Boilerplate HIPAA.doc

8.5 **Appendix D - 2004 Cost and Utilization Summary**

King County

Cost and Utilization Summary

Calendar Year 2003

Employees 10,483
Members 25,319

	Paid PMPY	Total Paid	Utilization Per 1,000 MPY	Total Utilization	Admissions Per 1,000 MPY	Total Admissions
Facility						
Inpatient Days	\$537	\$13,596,303	267	6,760	72	1,823
Ambulatory Visits	\$127	\$3,215,513	241	6,102		
Emergency Room Visits	\$101	\$2,557,219	159	4,026		
Total	\$765	\$19,369,035	667	16,888		
Professional						
Specialist Office Visits	\$116	\$2,937,004	1,609	40,738		
Primary Office Visits	\$135	\$3,418,065	2,222	56,259		
Surgeries - Inpatient	\$58	\$1,468,502	44	1,114		
Surgeries - Ambulatory Facility	\$74	\$1,873,606	171	4,330		
Surgeries - Office	\$43	\$1,088,717	309	7,824		
Medical Service Visits	\$325	\$8,228,675	4,074	103,150		
Total	\$751	\$19,014,569	8,429	213,414		
Ancillary						
Radiology Services	\$202	\$5,114,438	1,534	38,839		
Lab Services	\$119	\$3,012,961	4,110	104,061		
Home Health Visits	\$109	\$2,759,771	301	7,621		
Mental Health Visits	\$44	\$1,114,036	912	23,091		
Medical Pharmacy	\$249	\$6,304,431	2,916	73,830		
Miscellaneous Medical	\$0	\$0	0	0		
Total	\$723	\$18,305,637	9,773	247,443		
Total Medical	\$2,239	\$56,689,241	18,869	477,744		

**King County
Cost and Utilization Summary**

Calendar Year 2004

Employees 10,520
Members 25,270

	Paid PMPY	Total Paid	Utilization Per 1,000 MPY	Total Utilization	Admissions Per 1,000 MPY	Total Admissions
Facility						
Inpatient Days	\$635	\$16,046,450	291	7,354	72	1,819
Ambulatory Visits	\$149	\$3,765,230	263	6,646		
Emergency Room Visits	\$119	\$3,007,130	162	4,094		
Total	\$903	\$22,818,810	716	18,093		
Professional						
Specialist Office Visits	\$132	\$3,335,640	1,691	42,732		
Primary Office Visits	\$154	\$3,891,580	2,303	58,197		
Surgeries - Inpatient	\$62	\$1,566,740	46	1,162		
Surgeries - Ambulatory Facility	\$89	\$2,249,030	181	4,574		
Surgeries - Office	\$51	\$1,288,770	339	8,567		
Medical Service Visits	\$370	\$9,349,900	4,439	112,174		
Total	\$858	\$21,681,660	8,999	227,405		
Ancillary						
Radiology Services	\$235	\$5,938,450	1,899	47,988		
Lab Services	\$125	\$3,158,750	4,368	110,379		
Home Health Visits	\$112	\$2,830,240	327	8,263		
Mental Health Visits	\$47	\$1,187,690	972	24,562		
Medical Pharmacy	\$297	\$7,505,190	3,677	92,918		
Miscellaneous Medical	\$0	\$0	0	0		
Total	\$816	\$20,620,320	11,243	284,111		
Total Medical	\$2,577	\$65,120,790	20,958	529,609		

8.6 Appendix E – Census Data

Please see Appendix E – GeoAccessCensus.xls

The control totals based on the number of benefit-eligible employees as of May, 2005 are provided in the table below.

Actives:	9,697
Retirees:	267
LEOFF I Retirees	197
COBRA:	149
Total:	10,310

8.7 **Appendix F – Acronym List**

Acronym	
ACH	Automated Clearing House
ALOS	Average Length of Stay
ASO	Administrative Services Only
BH	Behavioral Health
BOB	Book of Business
BP	Blood Pressure
CAD	Coronary Artery Disease
CHF	Congestive Heart Failure
COB	Coordination of Benefits
COPD	Chronic Obstructive Pulmonary Disease
CPT	Current Procedure Terminology
CSR	Customer Service Representative
CY	Calendar Year
DRG	Diagnosis-Related Group
EAP	Employee Assistance Plan
EDI	Electronic Data Interchange
EOB	Explanation of Benefits
ETG	Episode Treatment Group
FTP	File Transfer Protocol
HIPAA	Health Insurance Portability Accountability Act
HMO	Health Maintenance Organization
HPP	High Performance Provider
HRA	Health Risk Assessment
ICD	International Classification of Diseases
IVR	Interactive Voice Response
LDL	Low-density Lipoprotein
LEOFF	Law Enforcement Officers' and Fire Fighters
MBH	Managed behavioral Health
OON	Out of Network
OTC	Over-the-Counter
PCP	Primary Care Physician
PEPM	Per Employee per Month
PMPM	Per Member per Month
PPO	Preferred Provider Organization
PPPM	Per Participant per Month
R&C	Reasonable and Customary
RFP	Request for Proposal
ROI	Return on Investment
SPDs	Summary Plan Descriptions
SSL	Secure Socket Layer
TIN	Tax ID Number

8.8 Exhibit A

Exhibit A - King County Disruption Analysis Shell.xls

8.9 Exhibit B

Exhibit B - King County Discount Analysis Shell.xls

**Enclosure
BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	<div style="display: flex; align-items: center;"><div>King County King County Procurement & Contract Services Section Exchange Building, 8th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598</div></div>
	Bid No. RFP 05-006 OB
	Bid Title King County Medical Benefits Program
	Due Date
	Vendor